



AGENDA _____ March 11, 2025

Andrea Ford
Agency Director

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

February 26, 2025

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612

SUBJECT: APPROVE CONTRACTS WITH AGENCIES PROVIDING LEGAL ASSISTANCE AND OTHER SUPPORT SERVICES TO IMMIGRANTS AND REFUGEES IN THE COUNTY OF ALAMEDA

Dear Board Members:

RECOMMENDATION(S):

- A. Approve a new Standard Services Agreement (Procurement Contract No. 28414) with Centro Legal de La Raza (Principal: Monique Berlanga; Location: Oakland) to provide Rapid Response Hotline, Know Your Rights Trainings, pre-emptive legal services, and community volunteer network response coordination, from 3/12/25-3/11/26, in an amount not to exceed \$700,000;
- B. Approve a new Standard Services Agreement (Procurement Contract No. 28419) with Chinese Progressive Association (Principal: Shaw San Liu; Location: Oakland), which is the fiscal sponsor of Trabajadores Unidos Workers United, to provide resources and preparation to immigrant and refugee communities, including training, mutual aid, and neighborhood resources, from 3/12/25-3/11/26, in an amount not to exceed \$500,000;
- C. Approve a new Standard Services Agreement (Procurement Contract No. 28416) with California Collaborative for Immigrant Justice (Co-Principals: Lisa Knox and Edwin Carmona-Cruz; Location: Oakland) to provide due process legal services, from 3/12/25-3/11/26, in an amount not to exceed \$1,000,000;
- D. Adopt a resolution waiving the County's competitive bidding process for Centro Legal de La Raza, Chinese Progressive Association, and California Collaborative for Immigrant Justice with respect to these Agreements; and

- E. Delegate authority to the Alameda County Social Services Agency Director, or her designee, to execute the contracts, subject to review and approval as to form by County Counsel and submit executed copies of the contracts to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

On January 20, 2025, the Office of the President of the United States issued the Executive Order (“EO”) “Reevaluating and Realigning United States Foreign Aid”, which included sweeping changes to immigrant and refugee policies, and suspension of some federal programs creating a complex legal system for refugees and immigrants to navigate.

On February 6, 2025, the AC Together for All Ad Hoc Committee requested the County Administrator’s Office (CAO) to explore funding for a one-time reallocation of existing resources to provide additional services to refugees and immigrants in Alameda County. On February 18, 2025, members of the AC Together for All Ad Hoc Committee recommended that Alameda County Board of Supervisors consider one-time emergency funding of \$3.5 million to support rapid response, community education, legal aid, and support services for one year for immigrant and refugee communities in Alameda County.

On February 25, 2025, your Board heard a status report from the County Administrator that the Alameda County Social Services Agency (ACSSA), Alameda County Health (ACH), and the Alameda County Probation Department (ACPD) identified \$2.2 million that could potentially be reallocated on a one-time basis to support the emergency funding request to support rapid response, community education, legal aid, and support services for one year for immigrant and refugee communities in Alameda County.

Your Board approved the AC Together for All Ad Hoc Committee’s recommendation for emergency, one-time funding and authorized the Director of the ACSSA to bring forth a resolution to waive the competitive bidding process and enter into the three one-year agreements before the Board today.

The Board of Supervisors approval of this recommendation will ensure community access to reliable and information regarding immigrant and refugee rights in an ever-changing landscape.

SELECTION CRITERIA/PROCESS:

On 2/25/25, your Board directed the ACSSA to bring these agreements for consideration and to bring a resolution to waive the competitive bidding process. Centro Legal de La Raza, California for Immigrant Justice, and Chinese Progressive Association, which is the fiscal sponsor of Trabajadores Unidos Workers United, are local, community-based organizations and are exempt from the County’s Small, Local, and Emerging (SLEB) business requirements.

FINANCING:

The reallocation of existing resources within the Social Services Agency, Probation Department and AC Health’s approved Fiscal Year 2024-25 budgets to provide one-time funding for urgent services to immigrant and refugee communities will not increase net County costs.

VISION 2036 GOAL:

Legal Services, rights trainings, and other resources to Immigrants and Refugees meet the 10X goal pathways of **Eliminate Homelessness**, **Crime-Free Community** and **Accessible & Integrated Infrastructure** in support of our shared visions of **Safe & Livable Communities**, and **Thriving & Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
CFBDBF387EBC493...
Andrea Ford
Agency Director

DocuSigned by:
Aneeka Chaudhry
E20638BBEBCB64AD...
Aneeka Chaudhry
Interim Director, AC Health

Signed by:
Brian Ford
709DC87DE7F64D1...
Brian K. Ford
Chief Probation Officer
Alameda County Probation Department

- Attachments:
1. Resolution

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S
PROCUREMENT PROCESS FOR COMPETITIVE BIDDING FOR LEGAL
SERVICES TO REFUGEES**

RESOLUTION NUMBER R-2025-99

WHEREAS, Centro Legal de La Raza has been providing a variety of immigrant rights services in Alameda County since 1969 and currently provides immigrant legal services; and

WHEREAS, Chinese Progressive Alliance, the fiscal sponsor for Trabajadores Unidos Workers United, provides outreach, consultation, organizing, and political education to low-wage immigrant workers; and

WHEREAS, California Collaborative for Immigrant Justice utilizes coordination, advocacy, and legal services to fight for the liberation of immigrants in detention in California; and

WHEREAS, the County of Alameda recognizes the unique needs of immigrants and refugees who face complex legal challenges and barriers to access, including language barriers, financial limitations and lack of legal representation; and

WHEREAS, the provision of quality legal services to this population are critical for ensuring access to justice, due to process, and protection of their rights under U.S. and California law; and

WHEREAS, the County of Alameda acknowledges the immediate and critical need to support immigrant and refugee communities in the County of Alameda and recognizes that providing rapid response support is essential to safeguarding the rights and well-being of these populations in a rapidly changing and legal environment; and

WHEREAS, the County of Alameda considers the provision of due process and legal services to immigrants and refugees who reside in the County as vitally important; and

WHEREAS, the County of Alameda Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids, except in unusual cases where the Board of Supervisors has, by resolution, found and determined that the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the Board has determined that Centro Legal de La Raza, California Collaborative for Immigrant Justice, and Chinese Progressive Alliance, the fiscal sponsor of Trabajadores Unidos Workers United, have the expertise and are uniquely qualified within the community to provide legal aid, training, and due process services to the targeted population and that the public interest would not be served by requiring a bid solicitation process in this situation.

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 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of Centro Legal de La Raza, Chinese Progressive Alliance, the fiscal agent of Trabajadores Unidos Workers United, and California Collaborative for Immigrant Justice for due process and legal support services to immigrants and refugees in Alameda County.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on

March 11, 2025 by the following called vote:

AYES: Supervisors Fortunato Bas, Miley, Tam & President Haubert - 4
NOES: None
EXCUSED: Supervisor Márquez – 1

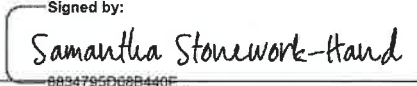


David Haubert
President of the Board of Supervisors
County of Alameda, State of California

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

By: 
Deputy Clerk

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

By: 
Samantha N. Stonework-Hand
Assistant County Counsel

3/11/25 Agenda, Item #
4

Perkins, Cheryl, CAO

From: acgovnoreply
Sent: Monday, March 10, 2025 4:53 PM
To: Clerk of the Board
Subject: Board of Supervisors Regular Meeting - 03/11/2025 - Public Comment

First Name

Cecilia

Last Name

Santini

Email

cec.santini@gmail.com

Meeting Date

03/11/2025

Agenda Item No.

4

Meeting Type (Supported by the Clerk of the Board)

Board of Supervisors Regular Meeting

cc: BOS, CAO, CBS

Comment

Hi there, I'm an Alameda County resident living in Oakland. I'm writing to urge the Board of Supervisors to approve the recommendations in Agenda Item 4. It's vital that the county support resources for our immigrant communities right now, when they're under unprecedented attack from the federal government. The rapid response hotline, legal services, trainings, and response coordination are going to be essential to keep our communities safe from abuse, support people targeted by the Trump administration, and protect people's constitutional rights.

Centro Legal de la Raza is already operating a hotline, and moving quickly is really important with so much fear spreading throughout immigrant communities already. ICE is already engaged in violations of constitutional rights around the country, and Alameda County won't be spared. Please approve these recommendations. Thank you for your time.

Sent from [Board of Supervisors | Alameda County](#)

3/11/25 Agenda.
Item #4

Perkins, Cheryl, CAO

From: acgovnoreply
Sent: Monday, March 10, 2025 6:58 PM
To: Clerk of the Board
Subject: Board of Supervisors Regular Meeting - 03/11/2025 - Public Comment

First Name

Kathy

Last Name

Kojimoto

Email

kathykojimoto@gmail.com

Phone Number

+1 (415)-572-3255

Meeting Date

03/11/2025

Agenda Item No.

4a-d and 23

cc: BOS, CAO, CBS

Meeting Type (Supported by the Clerk of the Board)

Board of Supervisors Regular Meeting

Comment

Urge the Alameda Board of Supervisors to approve agenda items 4a - approve the funds to Centro Legal to provide rapid response network, Know Your Rights, pre-empt legal services & community responsibility coordination; 4b- approval agreement with CPA for Trabajadores UNIDOS Workers United to provide resources, prepare immigrant & refugee communities in various training, mutual aid; 4c: approve the new funds to the CCIJ for due process legal services; 4D: adopt resolution waive county's competitive bidding process; 23: approve Supervisor Bas for discretionary service funds and D5 funds to APILO Oakland for legal services & advocacy to marginalized immigrant communities.

Though it is not on the agenda, would recommend the Alameda Board of Supervisors, pass a resolution to condemn ICE or other federal entity use or repurpose of FCI Dublin Pleasanton as a jail, prison, for juvenile detention, detention of immigrants & refugees targeted by the Trump presidency. And that the Alameda Board of Supervisors condemn the use of the Enemy Alien Act of 1798 to detain, persecute and deport immigrants, refugees, pro-Palestinian protesters from university campuses and university medical centers to detention facilities or be rendition to Guantanamo or other sites. And further the board condemns any travel ban to Arabs Muslims communities.

Sent from [Board of Supervisors | Alameda County](#)

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Centro Legal de La Raza DEPT #: Workforce Benefits Administration

TITLE/SERVICE: Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

DEPT. CONTACT: Rahman Zamani PHONE: 510-259-3865

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

- a. Is the contractor a corporation or partnership?
- b. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?
- c. If the answer to BOTH questions is YES, provide the employer ID number here: 23-7181456

No other questions need to be answered. Withholding is not required.

- d. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:

No other questions need to be answered. Withholding is not required.

- e. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?
- 4. Is the relationship between the County and the contractor intended to be ongoing?

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

- 1. Is the contractor being hired for a period of time rather than for a specific project?

Procurement Contract No. 28414

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? YES NO

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? YES NO

2. Will the contractor work more than an average of ten hours per week? YES NO
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor’s income? YES NO

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO. YES NO

A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.” All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit (rachelle.webber@acgov.org), for processing and payment through the payroll System.

CERTIFICATIONS:

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

Signed by:
Monique Berlanga
009D33D4DAE3472...

Contractor Signature

Monique Berlanga

Name

4/30/2025

Date

DocuSigned by:
Sherri Reeves
6E6C5E1C82944C5...

Agency/Department Head/Designee Signature

Sherri Reeves

Name

4/30/2025

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of March 12th, 2025, is by and between the County of Alameda, hereinafter referred to as the “County”, and Centro Legal de La Raza, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda 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 Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A: Scope of Work
- Attachment A: Client Grievance Policy
- Attachment B: Language Access Requirements for Contractors
- Attachment C: Confidentiality
- Exhibit B: Payment Terms
- Exhibit B-1: Program Budget
- Exhibit C: Insurance Requirements
- Exhibit D: Debarment and Suspension Certification
- Exhibit E: Audit Requirements
- Exhibit F: HIPAA Business Associate Agreement (Intentionally Omitted)

The term of this Agreement shall be from March 12, 2025 through March 11, 2026.

The compensation payable to Contractor hereunder shall not exceed seven hundred thousand dollars (\$700,000) 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.

Procurement Contract No. 28414

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

COUNTY OF ALAMEDA

CENTRO LEGAL DE LA RAZA

By: DocuSigned by:
Andrea Ford
CF8DBF387EBC493...

Name: Andrea Ford

Title: Director, Social Services Agency

Date: 5/6/2025

By: Signed by:
Monique Berlanga
009D33D4DAE3472...

Name: Monique Berlanga

Title: Executive Director

Date: 4/30/2025

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

By: Signed by:
Samantha Stonework-Hand
8834795D68B440E...

Samantha Stonework-Hand

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 weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

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

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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.

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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:

Procurement Contract No. 28414

- (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.

Procurement Contract No. 28414

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

Procurement Contract No. 28414

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

rzamani@acgov.org
Attn: Rahman Zamani

To Contractor: Centro Legal de La Raza

3400 E. 12th Street,
Oakland, CA 94601
mberlanga@centrolegal.org
Attn: Monique Berlanga, Executive Director

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

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

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national

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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

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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 Agencies Providing Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda Services shall not exceed \$700,000 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.

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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.

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- 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.

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- 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 incremental periods for up to 0 years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Social Services Agency: Department of Workforce Benefits Administration
Contractor Name	Centro Legal de La Raza
Contractor Unique Entity ID	WRCPSYBRB5N6
Type of Services	Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

I. Program Name

Alameda County Immigration Legal and Education Partnership (ACILEP)

II. Contracted Services

Contractor shall provide:

Contractor shall provide, through Alameda County Immigration Legal and Education Partnership (ACILEP), urgent support for Latino, Asian American and Pacific Islander, and all other immigrant populations facing imminent risk of detention and deportation during the current immigration crisis.

ACILEP shall include four interconnected interventions:

- A. Hotline for on-site verification of U.S. Immigration and Customs Enforcement (ICE) activity.
- B. Direct legal services (both emergency and preventative).
- C. Know-your-rights (KYR) education and outreach.
- D. Volunteer engagement.

Community members will access ACILEP services through the hotline available Monday through Friday from 6 AM to 6 PM, by email, website referrals at www.ACILEP.org, and partner agency referrals. Operational hours shall be assessed periodically based on data evaluation and community needs.

III. Program Information and Requirements

A. Program Goals:

Contractor shall provide the following services:

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1. **Establish a Rapid Response Hotline:** Provide Alameda County residents with a reliable hotline for on-site verification of ICE activity, operated by trained dispatchers to document enforcement actions, verify reports, connect individuals to legal services, and reduce panic and misinformation.
2. **Deliver Know-Your-Rights (KYR) Education:** Prioritize KYR education for individuals, community leaders, and service providers to prevent detentions. Make KYR materials widely accessible in County threshold languages through online platforms, printed formats and community outreach.
3. **Strengthen Community Resiliency:** Support immigrant communities by fostering awareness of their legal rights, utilizing KYR education to strengthen collective resilience in the face of enforcement measures and challenges.
4. **Provide Legal Services and Representation:** Offer legal consultations, representation for ICE check-ins, limited-scope assistance for asylum seekers, and support with pro se legal preparations for individuals at risk of arrest or deportation.
5. **Ensure Early Legal Intervention:** Direct emergency legal services to provide timely assistance at processing centers prior to ICE making decisions regarding detention or deportation, with the goal of safeguarding due process and preventing unnecessary detention or deportation outcomes.
6. **Protect Immigrants' Rights:** Proactively engage in efforts to protect and advocate for the legal and constitutional rights of immigrants in Alameda County, aiming to reduce unnecessary detentions and deportations while promoting justice and fairness in immigration proceedings.

B. Target Population:

Contractor shall provide services to the following populations:

1. All immigrants residing in Alameda County, by providing access to KYR information, education, outreach, and the rapid response hotline.
2. Prioritize services for immigrants at highest risk of detention or deportation those with upcoming ICE check-ins or orders of removal.
3. Prioritize for individuals identified through the intake process as being low income, defined as those earning at or below 80% of the Area Median Income (AMI), in accordance with the U.S. Department of Housing and Urban Development (HUD) guidelines.

C. Program Requirements:

Contractor shall provide the following services:

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1. Core Interventions:

Operate a rapid response network with four key components:

- a. On-site ICE activity verification.
- b. Direct legal services for individuals at high risk of detention or deportation.
- c. Know-Your-Rights (KYR) education for community members, leaders, and service providers.
- d. Volunteer engagement and training to expand program capacity.

2. Hotline Operations:

- a. Maintain a rapid response hotline operational Monday through Friday, 6 AM to 6 PM.
- b. Operational hours shall be assessed periodically based on data evaluation and community needs.
- c. Use trained dispatchers to, document enforcement actions verify reports, and connect individuals to legal services.

3. Digital Resources:

- a. Maintain an accessible website (www.ACILEP.org) with KYR materials, legal resources, and immigrant rights information in County threshold languages and in multiple formats.
- b. Provide a community calendar featuring KYR presentations, legal clinics, and advocacy events.

4. Community Outreach:

- a. Conduct KYR education presentations to prevent detentions, offering multilingual resources for broad accessibility.
- b. Engage volunteers and pro bono attorneys through “Train-the-Trainer” programs to enhance response efforts.

5. Legal Services:

- a. Deliver emergency and preventative legal support prioritizing individuals with pending ICE check-ins or removal orders.
- b. Provide legal consultations, representation, and assistance for high-risk individuals to ensure early intervention at processing centers.

6. Service Accessibility:

Deliver services remotely, in person at the Oakland office, or at designated community sites to meet the diverse needs of clients.

D. Minimum Staffing Qualifications:

Contractor shall have and maintain current job descriptions on file with the Department 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 requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

1. ACILEP Program Manager

Primary responsibilities shall include overseeing back-end operation of ACILEP, such as hotline management, data tracking, and program infrastructure. Managing www.ACILEP.org, maintaining it as a centralized hub for KYR materials, legal resources, and community events. Helping oversee marketing and outreach efforts, including social media campaigns and flyering initiatives to expand program visibility and engagement.

2. Immigration Attorney

This staff attorney shall represent noncitizens in removal proceedings as well as affirmative applications for immigration relief before the U.S. Citizenship and Immigration Services (USCIS), including humanitarian relief such as asylum, U and T visas; deferred Action for Childhood Arrivals (DACA) petitions; family-based immigration; and naturalization applications.

Primary responsibilities shall include: directly representing low-income clients; preparing, reviewing and filing applications, legal briefs and supporting documentation for case involving asylum, withholding or removal, cancellation of removal, special immigrant juvenile status, etc.; supervising and/or providing consultations at drop-in clinics; providing Know-Your-Rights presentations community-based organizations; and representing Centro Legal and its clients at community events, and stake holder meetings, etc.

3. Centro Legal will have four subcontractors:**a. Spanish Speaking Citizens Foundation (Legal Services)**

Spanish Speaking Citizens Foundation's (SSCF) citizenship and immigration services are designed to help families and youth navigate the process of becoming responsible and productive citizens of the United States. They assist clients with their citizenship application, offer English/citizenship classes, and provide tutoring focused on interview skills.

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Their staff educate and encourage clients to participate in the democratic process by assisting with voter registration, voter education workshops, and participating in various immigrant rights advocacy efforts.

SSCF shall provide legal services to low-income immigrant clients that contact the ACILEP program through the hotline or that reach the program for services through a referral.

b. Faith in Action-East Bay (Outreach and Dispatch Services)

Faith in Action-East Bay will participate in hotline operations, outreach, and dispatch services, supporting the coordination of volunteers and staff to help ensure the hotline remains staffed and responsive. They will also assist in verifying ICE activity and dispatching trained volunteers to on-site locations.

c. Eden United Church of Christ (Outreach and Dispatch Services)

Eden United Church of Christ (EUCC) shall provide outreach and KYR education efforts to ensure that immigrant communities have the knowledge and tools to protect themselves. Through workshops, public events, and multilingual resources, EUCC shall provide critical information on how to respond to ICE encounters, assert legal rights, and create family safety plans.

In addition to direct outreach, EUCC shall also host Train-the-Trainer sessions to equip community leaders, organizers, and volunteers with the skills to lead similar workshops in their own communities.

d. Street Level Health Project (Outreach and Dispatch Services)

Street Level Health Project (SLHP) shall provide outreach and KYR education efforts to ensure that immigrant communities have the knowledge and tools to protect themselves. Through workshops, public events, and multilingual resources, SLHP shall provide critical information on how to respond to ICE encounters, assert legal rights, and create family safety plans.

In addition to direct outreach, SLHP shall host Train-the-Trainer sessions to equip community leaders, organizers, and volunteers with the skills to lead similar workshops in their own communities.

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

Name	Title	Organization	Telephone	Email Address
<u>Angel Ibarra</u>	<u>Program Manager</u>	<u>Centro Legal de la Raza</u>	<u>510-269-1246</u>	aibarra@centrolegal.org
<u>Nikolas De Bremaeker</u>	<u>Supervising Immigration Attorney</u>	<u>Centro Legal De La Raza</u>	<u>510-269-1255</u>	ndebremaeker@centrolegal.org
<u>Christopher Martinez</u>	<u>Executive Director</u>	<u>Spanish Speaking Citizens Foundation</u>	<u>510-261-7839</u>	Chris@sscf.org
<u>Tood Benson</u>	<u>Pastor</u>	<u>Faith in Action -East Bay</u>	<u>510382-1687</u>	todd@fiacastbay.org
<u>Yuliana Wisser-Leon</u>	<u>Director</u>	<u>Eden United Church of Christ</u>	<u>510-582-9533</u>	yuliana@edenucc.com
<u>Gabriela Galicia</u>	<u>Executive Director</u>	<u>Street Level Health Project</u>	<u>510-533-9954</u>	gabriela@streetlevelhealthproject.org

IV. Contract Deliverables and Requirements

ACSSA has adopted the Results-Based Accountability (RBA) framework to strengthen our partnerships and improve contract performance. The RBA framework utilizes performance measures to track the benefits and improve the impact of services by focusing on three critical questions: How much work was done? How well was it done? Are clients better off?

Performance Measures		Target Goal	How to Calculate:
How Much?	# of individuals receiving Know-Your right (KYR) education	2900	# of individuals who attend KYR presentations

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How Well?	# of individuals referred or requested legal services	950	# of unduplicated legal services provided
	# of volunteers and pro bono attorneys trained	50	# of unduplicated volunteers and pro bono attorneys trained
Better Off?	# of individuals that received legal services	250	# of unduplicated individuals referred to legal services
Definitions	N/A		
Reporting Timeframe & Data Collection Plan	<p>All data on the above performance measures will be entered by the contractor into Clear Impact Scorecard, a web-based performance reporting software: https://clearimpact.com/scorecard/ . Data is required to be entered on a Quarterly basis as detailed below.</p> <p>Q1: July 15th Q2: October 15th Q3: January 15th Q4: April 15th</p> <p>Contractor is required to provide additional data as requested by the Alameda County Board of Supervisors' Together for All Ad-Hoc Committee.</p>		

V. Reporting and Evaluation Requirements

Contractor shall submit quarterly reports to the Alameda County Board of Supervisors' Together for All Ad-Hoc Committee. The first Quarter will be due July 15th. Subsequent Quarters are based on ACSSA's Fiscal Year.

Quarterly Reports shall include the data points below

1. Core Interventions:
 - a. Number of reports of on-site ICE activity
 - b. Number of on-site ICE activity verifications separated by BOS District
 - c. Number of individuals at high risk of detention or deportation that received legal services, separated by individual's ethnicity and BOS District of residence
 - d. Number of KYR education events for community members, leaders, and service providers, separated by BOS District of event location
 - e. Number of KYR education event attendees, separated by attendee ethnicity, if available

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2. Hotline Operations:
 - a. Number of callers to the rapid response hotline
 - b. Number of callers to the rapid response hotline that spoke with a trained dispatcher, separated by enforced action (eg: detainment, pending deportation, deported) and caller language
 - c. Number of caller reports verified
 - d. Number of callers connected to legal services, separated by caller language

3. Digital Resources:
 - a. Progress narrative of KYR materials, legal resources, and immigrant rights information on www.ACILEP.org translated into County threshold languages and in multiple formats
 - b. Progress narrative of community calendar featuring multilingual KYR presentations, legal clinics, and advocacy events

4. Community Outreach:
 - a. Number of KYR education presentations conducted to prevent detentions, separated by language of presentation and BOS district of presentation location
 - b. Number of KYR education presentation attendees, separated by attendee ethnicity, if available
 - c. Number of volunteers and pro bono attorneys engaged through “Train-the-Trainer” programs to enhance response efforts. Include number of bilingual / multilingual attendees and languages spoken by attendees

5. Legal Services:
 - a. Number of individuals that received emergency and preventative legal support, separated by immigrant status, reason (e.g.: pending ICE check-ins, removal orders, etc.), individuals’ ethnicity, and BOS District of residence
 - b. Number of high-risk individuals provided legal consultations, representation, and assistance to ensure early intervention at processing centers, separated by immigration status, individuals’ ethnicity and BOS District of individuals’ residence

6. Services Accessibility:

Number of individuals served by delivery type (e.g.: remote, in person at the Oakland office, or at designated community sites to meet the diverse needs of clients) and individuals’ ethnicity

VI. Entirety of Agreement

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

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A.

VII. Contractor Responsibilities – 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 receive 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.

VIII. 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.

IX. Confidentiality Contract Provisions

Please see Attachment C for more information regarding Confidentiality provisions.

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of Centro Legal de La Raza 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

Centro Legal de La Raza's Executive Director or designee.

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 Centro Legal de La Raza to release all my information pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (Printed)

Date

Client's Signature

POLITICA PARA QUEJAS DE CLIENTES

QUÉ HACER SI USTED TIENE UNA QUEJA

Si tiene una queja acerca del desempeño del personal de **Centro Legal de La Raza** o siente que se le ha tratado injustamente, tendrá que seguir los siguientes pasos para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de **Centro Legal de La Raza** o su representante, o enviarle la queja por escrito (la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

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

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a **Centro Legal de La Raza** a que divulgue a la Agencia de Servicios Sociales del Condado de Alameda toda mi información en relación con mi queja.

Nombre del cliente (en la letra de imprenta)

Fecha

Firma del cliente

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (ACSSA) 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 ACSSA:
 - 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 ACSSA 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 telephone 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.

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 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 contains any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A 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 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.

EXHIBIT B

PAYMENT TERMS

Contracting Department	Alameda County Social Services Agency: Department of Workforce Benefits Administration
Contractor Name	Centro Legal de La Raza
Contractor Unique Entity ID	WRCPSYBRB5N6
Type of Services	Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

I. Budget

Award Contract Information

- **Total Contract Amount:**
\$700,000

Estimated Contract Amount per Fiscal Year:

FY 1 (\$700,000)

Contractor shall use all payments solely in support of the program budget, set forth as follows:

Funded Program Budget – Exhibit B-1

- II.** County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the services listed in Exhibit A listed within thirty (30) days upon receipt and approval of invoice.
- III.** Total payment under the terms of this Agreement will not exceed the total amount of \$700,000. This cost includes all taxes and all other charges.
- IV. Budget Revision Procedures:**

Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by ACSSA 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

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requested expenditure revisions inclusive of specific impacts to current services being delivered. The request will be forwarded to the ACSSA Program Department for approval.

No supplemental billing will be accepted without Contractor's prior notification and approval by ACSSA 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 ACSSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

V. Invoicing Procedures**A. Invoice Submission Requirements**

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 submit all invoices to Alameda County Social Services Agency (ACSSA) Payables unit through CATS vendor portal;***

<https://alamedacounty.agiloft.com/logins/alamedacounty-login.htm>.

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:

1. Must be on company letterhead that includes name, address, and contact information.
2. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
3. Document must contain the title *Invoice*.
4. The date of the invoice.
5. A description of services.
6. The date range for services provided.
7. If needed, itemization of any sales tax and delivery/postage charges.
8. The Purchase Order (PO) number provided by the County.
9. The total amount owed.
10. Remittance instructions/address.
11. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
12. The CEO or Executive Director must be included in the *cc*.

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13. 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.

B. Invoicing Instructions:

In order for the County to meet year end closing deadlines, Contractors must submit their May invoice and any prior late invoices by June 10. The June invoice must be submitted by July 15.

VI. Funding and Reporting Requirements

Failure to submit the required performance data and/or reports can delay the processing of invoices for reimbursement.

VII. Schedule

Upon notice to proceed from County, Contractor shall perform in accordance with established schedules and all terms of this Agreement.

EXHIBIT B-1
PROGRAM BUDGET

Centro Legal de la Raza		
	FTE	Total
Salaries, Wages, Fringe		
Program Manager	0.25	\$22,230
Immigration Attorney	1.29	\$115,498
Immigrants' Rights Co-Directing Attorney	0.15	\$18,689
<i>Subtotal Personnel</i>	1.69	\$156,417
Taxes and Fringe	23%	\$35,976
<i>Subtotal Program Administrator Personnel</i>		\$192,392
Program Expenses		
Tech, Marketing, & Translation		\$25,000
Indirect	15%	\$32,608
<i>Subtotal Centro Legal</i>		\$250,000
Subcontractors		
Spanish Speaking Citizens Foundation (Legal Services)		\$155,000
Faith in Action-East Bay (Outreach and Dispatch Services)		\$125,000
Eden United Church of Christ (Outreach and Dispatch Services)		\$85,000
Street Level Health Project (Outreach and Dispatch Services)		\$85,000
<i>Subtotal Subcontractors</i>		\$450,000
Total		\$700,000

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

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<p>Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>	<p>\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</p>
B	<p>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</p>	<p>\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</p>
C	<p>Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</p>	<p>WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease</p>
D	<p>Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County</p>	<p>\$1,000,000 per occurrence \$2,000,000 project aggregate</p>
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best 	

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Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.

Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.

8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

Certificate C-2

Form 2003-1 (Rev. 7/15/14)

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, 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 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: CENTRO LEGAL DE LA RAZA

PRINCIPAL:	<u>Monique Berlanga</u>	TITLE:	<u>Executive Director</u>
SIGNATURE:	<div style="border: 1px solid black; border-radius: 5px; padding: 2px;"> <p style="font-size: 8px; margin: 0;">Signed by:</p> <p style="font-size: 16px; margin: 0;"><i>Monique Berlanga</i></p> <p style="font-size: 8px; margin: 0;">009D33D4DAE3472...</p> </div>	DATE:	<u>4/30/2025</u>

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.

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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.

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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.

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EXHIBIT F
HIPAA BUSINESS ASSOCIATE AGREEMENT
INTENTIONALLY OMITTED

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: California Collaborative for Immigrant Justice DEPT #: Workforce Benefits Administration

TITLE/SERVICE: Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

DEPT. CONTACT: Rahman Zamani PHONE: (510) 259-3865

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

- 1. Is the contractor a corporation or partnership?
 - 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?
 - 3. If the answer to BOTH questions is YES, provide the employer ID number here: 85-2856613
- No other questions need to be answered. Withholding is not required.
- 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:
- No other questions need to be answered. Withholding is not required.
- 5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?
- 4. Is the relationship between the County and the contractor intended to be ongoing?

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

- 1. Is the contractor being hired for a period of time rather than for a specific project?

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES** **NO**

1. Will the agreement be with an individual who does not have an outside practice?

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor’s income?

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.” All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit (rachelle.webber@acgov.org), for processing and payment through the payroll System.

CERTIFICATIONS:

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

Signed by:
Lisa Knox
19DC91D9868D46B...

Contractor Signature

Lisa Knox
Name

5/5/2025

Date

DocuSigned by:
Sherri Reeves
6E6C5E1C82944C5...

Agency/Department Head/Designee Signature

Sherri Reeves
Name

5/5/2025

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of March 12th, 2025, is by and between the County of Alameda, hereinafter referred to as the “County”, and California Collaborative for Immigrant Justice, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda 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 Agencies Providing Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A: Scope of Work
- Attachment A: Client Grievance Policy
- Attachment B: Language Access Requirements for Contractors
- Attachment C: Confidentiality
- Exhibit B: Payment Terms
- Exhibit B-1: Program Budget
- Exhibit C: Insurance Requirements
- Exhibit D: Debarment and Suspension Certification
- Exhibit E: Audit Requirements
- Exhibit F: HIPAA Business Associate Agreement (Intentionally Omitted)
- Exhibit G: The Iran Contracting Act of 2010

The term of this Agreement shall be from March 12, 2025 through March 11, 2026.

The compensation payable to Contractor hereunder shall not exceed one million dollars (\$1,000,000) 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.

Procurement Contract No. 28416

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

COUNTY OF ALAMEDA

CALIFORNIA COLLABORATIVE FOR IMMIGRANT JUSTICE

By: _____

By: *Lisa Knox*
Signed by:
19DC91D9868D46B...

Name: Andrea Ford

Name: Lisa Knox

Title: Director, Social Services Agency

Title: Co-Executive Director

Date: _____

Date: 5/5/2025

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

By: *Samantha Stonework-Hand*
Signed by:
8834796D68B440E...
Samantha Stonework-Hand
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 weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

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

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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.

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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:

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- (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.

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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

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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

rzamani@acgov.org
Attn: Rahman Zamani

To Contractor: California Collaborative for Immigrant Justice

_1999 Harrison St., Suite 1800
Oakland, CA 94612
lisa@ccijjustice.org
Attn: Lisa Knox

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

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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

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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 Agencies Providing Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda Services shall not exceed \$1,000,000 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.

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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.

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- 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.

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- 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 incremental periods for up to Zero years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Social Services Agency: Department of Workforce Benefits Administration
Contractor Name	California Collaborative for Immigrant Justice
Contractor Unique Entity ID	N/A
Type of Services	Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

I. Program Name

Alameda County Removal Defense Collaborative

II. Contracted Services

Contractor shall provide:

Contractor shall provide legal representation, education, and support services for immigrant individuals from the Latino, Asian American and Pacific Islander, and all other communities facing detention and deportation in their removal proceedings. It will also support coordination with the Alameda County Immigration Legal and Education Partnership (ACILEP) network and community organizations to ensure families are supported with wraparound services throughout the legal process during the current immigration crisis.

III. Program Information and Requirements

A. Program Goals:

Contractor shall provide services to accomplish the following goals:

1. Enhance community understanding of the immigration removal process.
2. Provide legal representation and support for immigrants in removal proceedings
3. Improve cross-sector coordination and collaboration among immigrant-serving organizations in Alameda County.

B. Target Population:

Contractor shall provide services to the following populations:

Immigrants residing in Alameda County, regardless of their country of origin or language needs. Services will specifically include support for immigrants from the Asian

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American and Pacific Islander (AAPI), Black/African, Latin American, and Afghan migrant communities.

C. Program Requirements:

Contractor shall maintain program services at the following minimum levels:

Contractor and each subcontractor (Immigration Institute of the Bay Area (IIBA), East Bay Community Law Center (EBCLC), and Pangea Legal Services) will dedicate a minimum of 1.5 FTE staff to the project. Staff will be available to receive referrals from community partners M-F, 9am to 5pm. Generally, community services will be provided during business hours. However, staff will be available to work evening and weekend shifts if needed to meet with clients. Contractor and each subcontractor will also schedule multi-cultural and linguistically diverse educational events and legal clinics during evening or weekend hours whenever possible to accommodate work and caregiving responsibilities.

Program Components

1. Community Education
 - a. Conduct educational sessions for community members on the detention and removal process.
 - b. Develop and distribute educational materials on the removal and detention process in Alameda County threshold languages.
2. Legal Services
 - a. Legal Consultations: Individuals provided with legal consultations will receive legal guidance on the removal and detention process.
 - b. Asylum, Fear-Based, and Other Relief Applications: Individuals provided with application assistance will complete an application for asylum or other relief that can offer protection from deportation.
 - c. Work Permit Application: Individuals who receive work permit assistance will complete an application for authorization to work lawfully in the United States (U.S.).
 - d. Assistance in Preparing for Merits: Individuals provide assistance preparing for merits hearings will prepare evidence, witness and testimony in support of an application for relief from removal.
 - e. Support in Requesting Release/Bond: Individuals provided release/bond assistance will receive legal guidance in presenting a request for release to the immigration court or immigration officials, preparing evidence in support of the request, and appearing in court where applicable.

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- f. Provide representation in Appeals and Brief Writing so that individuals can file a brief in support of appeals.

3. Coordination:

- a. Create a two-way referral system for the ACILEP rapid response network and Alameda County United in Defense of Immigrant Rights Coalition (ACUDIR) to accept legal referrals and make referrals for organizing/community support.
- b. Provide training and technical assistance calls to Legal Service Providers (LSPs) delivering legal services in Alameda County.

D. Minimum Staffing Qualifications:

Contractor shall have and maintain current job descriptions on file with the Department 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 requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

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

Name	Title	Organization	Telephone	Email Address
Lisa Knox	Co-Executive Director/Legal Director	California Collaborative for Immigrant Justice	510-230-6746	lisa@ccijjustice.org
Catherine Seitz	Legal Director	Immigration Institute of the Bay Area	415-528-6038	cseitz@iibayera.org
Sierra Lee	Development Director	Pangea Legal Services	415-254-0475	sierra@pangealegal.org
Rosa Bay	Co-Deputy Director	East Bay Community Law Center	510-584-4040	rbay@ebclc.org

1. **California Collaborative for Immigrant Justice (CCIJ):**

- a. Staff Attorney (0.5 FTE) Member of a State Bar (California membership preferred); minimum of 2 years of experience representing detained immigrants in removal proceedings, advanced proficiency in Spanish or another Alameda County threshold language.

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- b. Paralegal/Coordinator (1.0 FTE) Experience providing or supporting legal services to immigrant communities; experience coordinating clinics, large-scale projects, or similar community-based initiatives; fluency in written and spoken Spanish required.

2. Immigration Institute of the Bay Area (IIBA):

- a. Staff Attorney (0.5 FTE) Juris Doctorate (JD) required; Recent graduate who has taken the bar, Member of California Bar in good standing or a registered legal services attorney.
- b. Paralegal/DOJ Accredited Representative (1.0 FTE) Fluency in Spanish with demonstrated ability to accurately and professionally translate legal documents and interpret between English and Spanish.

3. East Bay Community Law Center (EBCLC):

- a. Staff Attorney/Clinical Supervisor (1 FTE) (JD required; Member of California Bar in good standing or a registered legal services attorney; minimum 2 years of experience providing representation in immigration cases.
- b. Paralegal/DOJ Accredited Representative (0.5 FTE) Unless already a Department of Justice (DOJ) Accredited Legal Representative, meets education, training or work experience to be qualified as a paralegal under California Business and Professions Code section 6450(c); fluency in Spanish with demonstrated ability to accurately and professionally translate legal documents and interpret between English and Spanish.

4. Pangea Legal Services:

- a. Staff Attorney (1 FTE) JD required; Member of California State Bar in good standing or a registered legal services attorney with 2 or more years of removal defense experience. Fluency in Spanish required.
- b. Paralegal (0.5 FTE) Immigrant legal service experience. Fluency in both written and spoken Spanish, with the ability to translate legal documents between English and Spanish.

Contractor agrees that it shall not transfer or reassign the individuals 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.

IV. Contract Deliverables and Requirements

ACSSA has adopted the Results-Based Accountability (RBA) framework to strengthen our partnerships and improve contract performance. The RBA framework utilizes performance measures to track the benefits and improve the impact of services by focusing on three critical questions: How much work was done? How well was it done? Are clients better off?

Performance Measures		Target Goal	How to Calculate:
How Much?	# of community education sessions offered by community request.	4+	Count of community education sessions offered
	# of community education sessions attendees	30	# of unduplicated participants who attend community education sessions
	# of hours of trainings and/or technical assistance provided	50	Count of trainings and/or technical assistance provided to LSP's in Alameda County
	# of educational materials on the removal and detention process in Alameda County threshold languages developed or translated	10	Count of educational materials on the removal and detention process developed
How Well?	# of clients who are connected to an attorney	150	# of unduplicated clients who are connected to an attorney
Better Off?	# of participants who received legal services	150	# of unduplicated participants who received legal services
	# of legal services provided to participants	400	# of unduplicated legal services provided to participants
Definitions	N/A		

Reporting Timeframe & Data Collection Plan	<p>All data on the above performance measures will be entered by the contractor into Clear Impact Scorecard, a web-based performance reporting software: https://clearimpact.com/scorecard/ . Data is required to be entered on a Quarterly basis as detailed below.</p> <p>Q1: July 15th Q2: October 15th Q3: January 15th Q4: April 15th</p> <p>Additional Reporting: Narrative report which includes information on outreach materials distributed, demographic information, communities served, and impact of funding.</p>
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V. Reporting and Evaluation Requirements

Contractor shall submit quarterly reports to the Alameda County Board of Supervisors’ Together for All Ad-Hoc Committee. The first Quarter report will be due July 15th. Subsequent Quarters are based on ACSSA's Fiscal Year.

Quarterly reports shall include the data points below:

A. Community Education

1. Number of educational sessions conducted for community members on the detention and removal process, by language of educational session and BOS District of session location
2. Number of educational session attendees, by spoken language or ethnicity, if available
3. Number of educational materials on the removal and detention process developed and distributed, by Alameda County threshold language

B. Legal Services

1. Number of individuals provided legal consultations and guidance on the removal and detention process, by individuals’ spoken language or ethnicity and BOS District of home address
2. Number of individuals provided with application assistance to complete an application for asylum or other relief, by spoken language or ethnicity and BOS District of home address
3. Number of individuals who received assistance to complete an application for authorization to work lawfully in the United States (U.S.), by spoken language or ethnicity and BOS District of home address
4. Number of instances of assistance provided in preparing the Merits Rapid Response Network and ACUDIR to accept legal referrals and make referrals for organizing and community support.
5. Number and types of trainings conducted for Legal Service Providers (LSPs) delivering legal services in Alameda County, by BOS District of training location.
6. Number and type of technical assistance calls to Legal Service Providers (LSPs) delivering legal services in Alameda County.

VI. Entirety of Agreement

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

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A:

VII. Contractor Responsibilities – 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.

VIII. 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.

Contractor shall utilize ACSSA language line services to ensure effective communication with non-English-speaking clients when needed. Additionally, ACSSA shall provide assistance with translating documents to facilitate client understanding and access to services. These services shall be provided on an as-needed basis to support the program’s objectives and ensure equitable access for all clients.

IX. Confidentiality Contract Provisions

Please see Attachment C for more information regarding Confidentiality provisions.

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **California Collaborative for Immigrant Justice** 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

California Collaborative for Immigrant Justice's Executive Director or designee.

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 **California Collaborative for Immigrant Justice** to release all my information pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (Printed)

Date

Client's Signature

POLITICA PARA QUEJAS DE CLIENTES

QUÉ HACER SI USTED TIENE UNA QUEJA

Si tiene una queja acerca del desempeño del personal de **California Collaborative for Immigrant Justice**

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

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de **California Collaborative for Immigrant Justice** o su representante, o enviarle la queja por escrito (la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

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

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a **California Collaborative for Immigrant Justice** a que divulgue a la Agencia de Servicios Sociales del Condado de Alameda toda mi información en relación con mi queja.

Nombre del cliente (en la letra de imprenta)

Fecha

Firma del cliente

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (ACSSA) 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 ACSSA:
 - 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 ACSSA 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 telephone 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.

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 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 contains any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A 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 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.

EXHIBIT B

PAYMENT TERMS

Contracting Department	Alameda County Social Services Agency: Department of Workforce Benefits Administration
Contractor Name	California Collaborative for Immigrant Justice
Contractor Unique Entity ID	N/A
Type of Services	Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

I. Budget

Award Contract Information

- **Total Contract Amount:**
\$1,000,000

Estimated Contract amount per Fiscal year:

FY 1 (\$1,000,000)

Contractor shall use all payments solely in support of the program budget, set forth as follows:

B. Funded Program Budget – Exhibit B-1

II. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the services listed in Exhibit A listed within thirty (30) days upon receipt and approval of invoice.

III. Total payment under the terms of this Agreement will not exceed the total amount of \$1,000,000. This cost includes all taxes and all other charges.

IV. Budget Revision Procedures:

Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by ACSSA 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

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delivered. The request will be forwarded to the ACSSA Program Department for approval.

No supplemental billing will be accepted without Contractor's prior notification and approval by ACSSA 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 ACSSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

V. Invoicing Procedures

A. Invoice Submission Requirements

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 submit all invoices to Alameda County Social Services Agency (ACSSA) Payables unit through the CATS vendor portal; <https://alamedacounty.agiloft.com/logins/alamedacounty-login.htm>.***

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:

1. Must be on company letterhead that includes name, address, and contact information.
2. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
3. Document must contain the title *Invoice*.
4. The date of the invoice.
5. A description of services.
6. The date range for services provided.
7. If needed, itemization of any sales tax and delivery/postage charges.
8. The Purchase Order (PO) number provided by the County.
9. The total amount owed.
10. Remittance instructions/address.
11. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
12. The CEO or Executive Director must be included in the *cc*.

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13. 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.

B. Invoicing Instructions:

In order for the County to meet year end closing deadlines, Contractors must submit their May invoice and any prior late invoices by June 10. The June invoice must be submitted by July 15.

VI. Funding and Reporting Requirements

Failure to submit the required performance data and/or reports can delay the processing of invoices for reimbursement.

VII. Schedule

Upon notice to proceed from County, Contractor shall perform in accordance with established schedules and all terms of this Agreement.

EXHIBIT B-1

PROGRAM BUDGET

Immigrant Legal Services California Collaborative for Immigrant Justice (CCIJ) Contract Period: 3/12/25 - 3/11/26			
DIRECT EXPENSES			
		FTE	First Year
			Budget Amt.
PERSONNEL EXPENSE			
Salaries & Wages:			
	Paralegal/Coordinator	1	\$ 97,000
	Attorney	0.7	\$ 77,000
	Administrative assistant	0.25	\$ 20,800
	Total Salaries & Wages		\$ 194,800
	Payroll Taxes and Benefits		\$ 38,960
	(at 20% of salary)		
	Total Payroll Taxes & Benefits		\$ 38,960
	Total Personnel Expense		\$ 233,760
Operating Expense			
	Staff travel (court, detention centers)		\$5,083
	Infrastructure, Equipment, & Office Supplies		\$5,000
	Telecommunications & Subscriptions		\$2,000
	Printing and Mailing		\$2,000
	Litigation costs (expert witnesses, evaluations, filing fees)		\$6,200
	Total Operating Expense		\$ 20,283
DIRECT CLIENT COST			
	Transportation		\$ 5,000
	Food and supplies for legal clinics/events		\$ 4,000
	Total Direct Client Cost		\$ 9,000
SUBCONTRACTOR			
	East Bay Community Law Center	1.5	\$ 225,000
	Pangea Legal Services	1.5	\$ 225,000
	Immigration Institute of the Bay Area	1.5	\$ 225,000
	Total Subcontractor expense		\$ 675,000
INDIRECT EXPENSES			
	Admin/Overhead rate on CCIJ Expense	15%	\$ 39,457
	Admin/Overhead rate on Subcontractor Expense	15%	\$ 22,500
	Total Indirect Expense		\$ 61,957
	TOTAL YEARLY CONTRACT COST		\$ 1,000,000
	TOTAL CONTRACT COST		\$ 1,000,000

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

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<p>Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>	<p>\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</p>
B	<p>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</p>	<p>\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</p>
C	<p>Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</p>	<p>WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease</p>
D	<p>Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County</p>	<p>\$1,000,000 per occurrence \$2,000,000 project aggregate</p>
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 	

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4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.

Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

Certificate C-2

Form 2003-1 (Rev. 7/15/14)

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, 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 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: CALIFORNIA COLLABORATIVE FOR IMMIGRANT JUSTICE

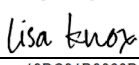
PRINCIPAL:	<u>Lisa Knox</u>	TITLE:	<u>Co-Executive Director</u>
SIGNATURE:	<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> Signed by:  <small>19DC91D9868D46B...</small> </div>	DATE:	<u>5/5/2025</u>

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.

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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.

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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.

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EXHIBIT F
HIPAA BUSINESS ASSOCIATE AGREEMENT
INTENTIONALLY OMITTED

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Chinese Progressive Association DEPT #: Workforce and Benefits Administration

TITLE/SERVICE: Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

DEPT. CONTACT: Rahman Zamani PHONE: 510-259-3865

I. INFORMATION ABOUT THE CONTRACTOR

YES NO

- 1. Is the contractor a corporation or partnership? YES NO
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? YES NO
- 3. If the answer to BOTH questions is YES, provide the employer ID number here: 23-7404756 YES NO

No other questions need to be answered. Withholding is not required.

- 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:

No other questions need to be answered. Withholding is not required.

- 5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES

YES NO

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? YES NO
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? YES NO
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? YES NO
- 4. Is the relationship between the County and the contractor intended to be ongoing? YES NO

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

YES NO

- 1. Is the contractor being hired for a period of time rather than for a specific project? YES NO

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? YES NO

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? YES NO

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. YES NO

3. Will the County provide more than 20% of the contractor’s income? YES NO

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO. YES NO

A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.” All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit (rachelle.webber@acgov.org), for processing and payment through the payroll System.

CERTIFICATIONS:

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

DocuSigned by:
Shaw San Liu
9E1BBAB71F2447C...

DocuSigned by:
Sherri Reeves
6E6C5E1C82944C5...

Contractor Signature

Agency/Department Head/Designee Signature

Shaw San Liu

Sherri Reeves

Shaw San Liu

Sherri Reeves

6/18/2025

6/18/2025

Date

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of March 12, 2025, is by and between the County of Alameda, hereinafter referred to as the “County”, and Chinese Progressive Association, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda 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 Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- | | |
|---------------|--|
| Exhibit A: | Scope of Work |
| Attachment A: | Client Grievance Policy |
| Attachment B: | Language Access Requirements for Contractors |
| Attachment C: | Confidentiality |
| Exhibit B: | Payment Terms |
| Exhibit B-1: | Program Budget |
| Exhibit C: | Insurance Requirements |
| Exhibit D: | Debarment and Suspension Certification |
| Exhibit E: | Audit Requirements |
| Exhibit F: | HIPAA Business Associate Agreement (Intentionally Omitted) |

The term of this Agreement shall be from March 12, 2025 through March 11, 2026.

The compensation payable to Contractor hereunder shall not exceed five hundred thousand dollars (\$500,000) 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.

Procurement Contract No. 28419

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

COUNTY OF ALAMEDA

By: DocuSigned by: Andrea Ford
CFBDBF387E8C493...
Name: Andrea Ford
Title: Director Social Services Agency
Date: 6/20/2025

CHINESE PROGRESSIVE ASSOCIATION

By: DocuSigned by: Shaw San Liu
9E1BBAB71F2447C...
Name: Shaw San Liu
Title: Executive Director
Date: 6/18/2025

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

By: Signed by: Samantha Stonework-Hand
8834795D68B440E...
Samantha Stonework-Hand

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 weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

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

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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.

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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:

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- (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.

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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

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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
Workforce and Benefits Administration
Social Services Agency
2400 Amador Street, Hayward, CA 94544
rzamani@acgov.org
Attn: Rahman Zamani

To Contractor: Chinese Progressive Association

haichi@cpasf.org
Attn: Hai Chi Vu

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

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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

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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 Agencies Providing Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda Services shall not exceed \$500,000 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.

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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.

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- 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.

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- 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 incremental periods for up to Zero years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Social Services Agency: Department of Workforce and Benefits Administration
Contractor Name	Chinese Progressive Association
Contractor Unique Entity ID	HVQ7KWYJB7K8
Type of Services	Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

I. Program Name

Alameda County United in Defense of Immigrant Rights Coalition (ACUDIR)

II. Contracted Services

Contractor shall provide:

The lead contractor, Chinese Progressive Association (CPA), in collaboration with its fiscally sponsored project, Trabajadores Unidos Workers United (TUWU), provides services aimed at supporting immigrant and refugee communities in Alameda County. These services include community trainings, mutual aid initiatives, and access to neighborhood resources. Leveraging a robust network of relationships and extensive experience in outreach and trust-building, the CPA and TUWU work to empower immigrant families and individuals, especially during the ongoing immigration crisis.

III. Program Information and Requirements

A. Program Goals:

Contractor shall provide services to accomplish the following goals:

1. Individual:

Support the leadership development of immigrant and refugee community members in Alameda County as lead organizers in their community.

- a. Equip community members with the tools they need to inform, defend, and gather their community to respond to emergent needs.
- b. Offer training and resource guides in Alameda County’s threshold languages.

2. System:

Address systemic issues that foster fear and mistrust through community outreach.

- a. Shift the public awareness and highlight the value and right of immigrant communities.

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- b. Outreach to schools, community centers, churches, community resource agencies, and immigrant serving organizations to build their understanding of the community's rights and needs and available resources.
- 3. Community:
 - a. Improve coordination and collaboration among neighborhoods, workplaces, and community organizations.
 - b. Convening neighborhoods, community organizations, workplaces with community leaders, hosting, setting up space use, logistics, managing language access needs of target population.

B. Target Population:

Contractor and subcontractors shall provide the services to immigrant community members, Limited English Proficient and marginalized communities including:

- 1. Filipino, Latino, Arabic, Middle Eastern, Asian, Black/African, Asian American and Pacific Islander (AAPI), and Indigenous communities in Alameda County.
- 2. Contractor shall also coordinate outreach to the public and communities beyond the targeted populations by collecting appropriate resources and managing language access needs, such as interpretation, translation and adapting materials into different cultural contexts.

C. Program Requirements:

Contractor shall maintain program services at the following minimum levels:

- 1. TUWU will have 1.5 FTE assigned to this Agreement. Staff will be available to receive referrals from community partners Monday through Friday. TUWU will be available to receive referrals Monday through Friday from 10am-6pm. Staff will be available to work evening and weekend shifts as needed to meet with community members and schedule educational events, trainings, and outreach during evening or weekend hours whenever possible to accommodate work and caregiving responsibilities. Community events and activities will address language access needs such as interpretation, and translation of materials into different languages and cultural contexts.
- 2. Program Components
 - a. Outreach
 - i. Contractor shall educate and counter immigrant rights misinformation in the community and create safety practices,

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ensuring that community members have the knowledge and tools needed to create mutual aid and safe communities.

- ii. Contractor shall create and share educational materials on immigrant rights, and the outreach materials will be accessible in multiple languages, addressing the diversity of Alameda County's immigrant community.
 - iii. Contractor shall implement strategies to elevate public awareness and highlight the value and rights of immigrant communities.
 - iv. Contractor shall increase knowledge across Alameda County on local community immigrant rights resources.
- a. Capacity Building
 - i. Contractor shall train community members on how to disseminate information about community resources and immigrant rights.
 - ii. Contractor shall develop community members as leaders in immigrant rights in their workplace, neighborhood, places of worship and schools to build long lasting relationships, strong mutual aid networks, and incorporating community safety measures across all these domains.
 - b. Coalition Building.
 - i. Contractor shall develop and coordinate a regional network, comprised of community based organizations, services providers, and local stakeholders, designed to facilitate collaboration, resource sharing, and strategic planning. This structure shall provide opportunities for frontline community organizations to engage in activities to support immigrant communities and build the capacity of Alameda County organizations to engage in more robust support to immigrant and refugee communities.
 - ii. The Contractor shall produce a resource guide that highlights Alameda County's immigrant resources and uplifts the ways community members can become involved in their neighborhood, workplaces, places of worship, and schools.

D. Minimum Staffing Qualifications:

Contractor shall have and maintain current job descriptions on file with the Department 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

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services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

1. TUWU will have four subcontractors:

a. Arab Resource and Organizing Center (AROC)

AROC organizes for the dignity and self-determination of Arab and Muslim communities, connecting local fights for racial and economic justice to global movements. AROC provides legal services, youth organizing, and community education, while building multiracial solidarity across the region.

AROC will outreach in Alameda County to counter immigrant rights misinformation, promote safety, and build mutual aid networks. The organization will distribute multilingual educational materials, help create accessible resources, and train community members to share information on immigrant rights and local services.

b. Filipinos Advocates for Justice (FAJ)

FAJ has served the Filipino community for over 50 years through leadership development, advocacy, and direct services. FAJ works with youth, workers, and immigrants to protect rights, build civic power, and promote social and economic justice rooted in Filipino traditions of mutual aid and community action.

FAJ will assist with community outreach, education, in organizing in Alameda County to counter misinformation about immigrants, focusing on the Filipinx and broader Black, Indigenous, and People of Color (BIPOC) communities. As the anchor for District 2 and with support in District 3, FAJ will host monthly Kapwa Circle events and a community forum to share information on immigrant rights and resources. FAJ will help develop, distribute multilingual materials and train community members to disseminate them. Additional efforts include filed campaigns, event tabling, and connecting people to the Rapid Response Network and legal aid for deportation defense.

c. Mujeres Unidas y Activas (MUA)

Mujeres Unidas y Activas is an organization of Latina and Indigenous immigrant women with the mission of growing personal and community power for social and economic justice. Through healing, organizing, and

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leadership development, MUA fights for immigrant worker rights, gender justice, and safe, dignified communities for all.

MUA will support outreach efforts in Alameda County to educate the community, counter misinformation about immigrant rights, promote safety practices. MUA will distribute and help develop multilingual educational materials on immigrant rights ad resources. Additionally, MUA will train community members to share this information, empowering them to build mutual aid safe communities.

d. My Eden Voice (MEV)

MEV was born in 2018 to unite grassroots community organizations in the Eden Area communities of Ashland, Cherryland, San Lorenzo, and Hayward Acres to build community power and advance community-based campaigns that brings resources, investments, and greater equity to our communities. MEV develops local leaders and drives campaigns to bring public investment and equitable policy changes to historically marginalized neighborhoods.

MEV will support outreach efforts in Alameda County to educate the community, counter immigrant rights misinformation, and promote safety practices. MEV will distribute and help create multilingual educational materials on immigrant rights and resources. Additionally, MEV will train community members to share this information, fostering mutual, aid and safe communities.

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

Name	Title	Organization	Telephone	Email Address
Jennifer Alejo	Executive Director	TUWU	415-621-4155	Alejo@TUWU.org
Andres Pomart	Associate Director	TUWU	415-621-4155	Andres.Pomart@TUWU.org
Samuel Romer	Organizing Director	TUWU	415-621-4155	Samuel@TUWU.org
Iris Barrera-Hurtado	Field Director	TUWU	415-621-4155	Iris@TUWU.org
Shaw San Liu	Executive Director	CPA	415-391-6986	shawsan@cpasf.org
Hai Chi Vu	Development Director	CPA	415-391-6986	Haichi@cpasf.org
Lara Kiswani	Executive Director	AROC	530-220-2842	lara@araborganizing.org

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Geraldine Alcid	Executive Director	FAJ	510-465-9876	geraldine@filipino4justice.org
Valentina Villarroel	Data and Reporting Manager	MUA	415-908-1439	valentina@mujeresunidas.net

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute or add additional 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.

IV. Contract Deliverables and Requirements

ACSSA has adopted the Results-Based Accountability (RBA) framework to strengthen our partnerships and improve contract performance. The RBA framework utilizes performance measures to track the benefits and improve the impact of services by focusing on three critical questions: How much work was done? How well was it done? Are clients better off?

Performance Measures		Target Goal	How to Calculate:
How Much?	# of immigrant rights workshops held	6	# of immigrant right workshops
	# of ACUDIR coalition organizations convened.	10	# of coalitions
	# of Community Resource Guides developed and translated into Alameda County threshold languages	1	#of Community Resource Guides distributed via in-person contacts and through social media platforms across Alameda County
	# of Community Resource Guides distributed	10,000	# of Community Resource Guides
How Well?	# of training attendees	750	# of community members who attend trainings
	# of one-on-one conversations with community members	250	# of one-on-one conversations with community members

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Better Off?	# of leadership development opportunities created.	10	# of leadership development opportunities for community member leaders to lead their own outreach and education sessions created
	# of Community Member leaders developed	20	# of Community Member leaders developed
Definitions	ACUDIR - Alameda County United in Defense of Immigrant Rights Coalition		
Reporting Timeframe & Data Collection Plan	<p>All data on the above performance measures will be entered by the contractor into Clear Impact Scorecard, a web-based performance reporting software: https://clearimpact.com/scorecard/ . Data is required to be entered on a Quarterly basis as detailed below.</p> <p>Q1: July 15th Q2: October 15th Q3: January 15th Q4: April 15th</p> <p>Additional Reporting: Narrative report which includes information on outreach materials distributed, demographic information, communities served, and impact of funding. Quarterly report also will be submitted to Ad-Hoc Committee.</p>		

V. Reporting and Evaluation Requirements

Contractor shall submit quarterly reports to the Alameda County Board of Supervisors' Together for All Ad-Hoc Committee. The first Quarter report will be due July 15th. Subsequent Quarters are based on ACSSA's Fiscal Year.

Quarterly reports shall include the data points below:

A. Outreach

1. Number of facilitated immigrant rights workshops, by BOS District of workshop location and language of presentation
2. Number of workshop attendees, by spoken language or ethnicity, if available
3. Number of educational materials distributed to community members, by language of educational materials
4. Narrative of tools shared with immigrant communities to create mutual aid and safe communities
5. Narrative of knowledge transfer of local community immigrant rights resources to immigrant communities

B. Capacity Building

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1. Number of trainings on disseminating information about community resources and immigrant rights, by BOS District of training locations and language of presentations
2. Number of community members, by spoken language or ethnicity, trained on disseminating information about community resources and immigrant rights, if available
3. Number of community members, by community members' ethnicity and BOS District of residence, developed into leaders in immigrant rights in their workplace, neighborhood, places of worship and schools to build long lasting relationships, strong mutual aid networks, and incorporating community safety measures across all these domains

C. Coalition Building.

1. Progress narrative of regional structure and capacity building of Alameda County organizations to engage in robust support of immigrant and refugee communities. Include organizations engaged in capacity building efforts by BOS district of organization, organization type, and population served
2. Number of opportunities / events for frontline community organizations to engage in activities to support immigrant communities by BOS District of event location and organization type (eg: place of worship)
3. Progress narrative of resource guide development highlighting Alameda County's immigrant resources and ways community members can become involved in their neighborhood, workplaces, places of worship, and schools.

Contractor is required to provide additional data as requested by the Alameda County Board of Supervisors' Together for All Ad-Hoc Committee.

VI. Entirety of Agreement

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

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A.

VII. Contractor Responsibilities – 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

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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.

VIII. 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.

The contractor shall utilize ACSSA language line services to ensure effective communication with non-English-speaking clients when needed. Additionally, ACSSA shall provide assistance with translating documents to facilitate client understanding and access to services. These services shall be provided on an as-needed basis to support the program's objectives and ensure equitable access for all clients.

IX. Confidentiality Contract Provisions

Please see Attachment C for more information regarding Confidentiality provisions.

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **Chinese Progressive Association** 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

Chinese Progressive Association's Executive Director or designee.

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 **Chinese Progressive Association** to release all my information pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (Printed)

Date

Client's Signature

POLITICA PARA QUEJAS DE CLIENTES

QUÉ HACER SI USTED TIENE UNA QUEJA

Si tiene una queja acerca del desempeño del personal de **Chinese Progressive Association** o siente que se le ha tratado injustamente, tendrá que seguir los siguientes pasos para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de **Chinese Progressive Association** o su representante, o enviarle la queja por escrito (la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

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

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a **Chinese Progressive Association** a que divulgue a la Agencia de Servicios Sociales del Condado de Alameda toda mi información en relación con mi queja.

Nombre del cliente (en la letra de imprenta)

Fecha

Firma del cliente

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Attachment B
(Revised: 08/31/18)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (ACSSA) 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 ACSSA:
 - 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 ACSSA 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 telephone 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.

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 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 contains any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A 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 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.

EXHIBIT B

PAYMENT TERMS

Contracting Department	Alameda County Social Services Agency: Department of Workforce and Benefits Administration
Contractor Name	Chinese Progressive Association
Contractor Unique Entity ID	HVQ7KWYJB7K8
Type of Services	Agencies Providing Legal Assistance and Other Support Services to Immigrants and Refugees in the County of Alameda

I. Budget

- **Total Contract Amount:**
\$500,000

Contractor shall use all payments solely in support of the program budget, set forth as follows:

B. Funded Program Budget – Exhibit B-1

II. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the services listed in Exhibit A listed within thirty (30) days upon receipt and approval of invoice.

III. Total payment under the terms of this Agreement will not exceed the total amount of \$500,000. This cost includes all taxes and all other charges.

IV. Budget Revision Procedures:

Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by ACSSA 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 ACSSA Program Department for approval.

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

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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 ACSSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

V. Invoicing Procedures**A. Invoice Submission Requirements**

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 submit all invoices to Alameda County Social Services Agency (ACSSA) Payables unit through CATS vendor portal; <https://alamedacounty.agiloft.com/logins/alamedacounty-login.htm>.***

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:

1. Must be on company letterhead that includes name, address, and contact information.
2. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
3. Document must contain the title *Invoice*.
4. The date of the invoice.
5. A description of services.
6. The date range for services provided.
7. If needed, itemization of any sales tax and delivery/postage charges.
8. The Purchase Order (PO) number provided by the County.
9. The total amount owed.
10. Remittance instructions/address.
11. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
12. The CEO or Executive Director must be included in the *cc*.
13. 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.

B. Invoicing Instructions:

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In order for the County to meet year end closing deadlines, Contractors must submit their May invoice and any prior late invoices by June 10. The June invoice must be submitted by July 15.

VI. Funding and Reporting Requirements

Failure to submit the required performance data and/or reports can delay the processing of invoices for reimbursement.

VII. Schedule

Upon notice to proceed from County, Contractor shall perform in accordance with established schedules and all terms of this Agreement.

EXHIBIT B-1

PROGRAM BUDGET

Contract Title			
DIRECT EXPENSES			
		FTE	First Year
			Budget Amt.
PERONNEL EXPENSE			
Salaries & Wages:			
	TUWU Executive Director	0.3	\$ 33,000.00
	TUWU Organizing Director	0.3	\$ 25,000.00
	TUWU Field Director	0.3	\$ 26,000.00
	Communications Organizer	0.26	\$ 18,980.00
	Program Services & Logistics Coord	0.3	\$ 21,333.00
	Community Organizer	0.1	\$ 7,204.00
	Community Organizer	0.4	\$ 28,000.00
Total Salaries & Wages			\$ 159,517.00
Payroll Taxes and Benefits			
	Fringe Rate	25%	
Total Payroll Taxes & Benefits			\$ 39,879.00
Total Personnel Expense			\$ 199,396.00
Professional Fees			
	Translation Services		\$ 10,000.00
	Interpretation Services		\$ 10,000.00
Total Professional Fees			\$ 20,000.00
Program Expenses			
	Equipment and Furnishings		\$ 10,000.00
	Meeting Supplies and Resources		\$ 3,000.00
	Reproduction		\$ 6,000.00
	Promotion/Ads		\$ 300.00
Total Operating Expense			\$ 19,300.00
SUBCONTRACTOR			
	Arab Resource and Organizing Center		\$60,000.00
	Filipinos Advocates for Justice		\$60,000.00
	Mujeres Unidas y Activas		\$60,000.00
	My Eden Voice		\$20,000.00
Total Subcontractor expense			\$ 200,000.00
INDIRECT EXPENSES			
	Admin/Overhead rate	15%	\$ 61,304.00
TOTAL YEARLY CONTRACT COST			\$ 500,000.00
TOTAL CONTRACT COST			\$ 500,000.00

**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	<p>Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>	<p>\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</p>
B	<p>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</p>	<p>\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</p>
C	<p>Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</p>	<p>WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease</p>
D	<p>Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County</p>	<p>\$1,000,000 per occurrence \$2,000,000 project aggregate</p>
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 	

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4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.

Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

Certificate C-2

Form 2003-1 (Rev. 7/15/14)

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, 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 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: CHINESE PROGRESSIVE ASSOCIATION

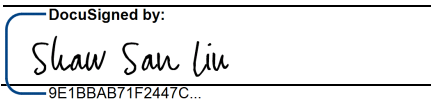
PRINCIPAL:	Shaw San Liu	TITLE:	Executive Director
SIGNATURE:		DATE:	6/18/2025

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.

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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.

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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.

Procurement Contract No. 28419

EXHIBIT F
HIPAA BUSINESS ASSOCIATE AGREEMENT
INTENTIONALLY OMITTED