

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>

November 12, 2024

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

SUBJECT: APPROVE THE CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS STANDARD AGREEMENT (NO. 24XS0004) FOR SERVICES ADMINISTERED BY THE COUNTY VETERANS SERVICE OFFICE AND A NEW STANDARD SERVICES AGREEMENT WITH SWORDS TO PLOWSHARES VETERANS RIGHTS ORGANIZATION FOR VETERAN MENTAL HEALTH OUTREACH AND LEGAL ASSISTANCE SERVICES

Dear Board Members:

RECOMMENDATION(S):

- A. Approve a Standard Agreement (No. 24XS0004) between the California Department of Veterans Affairs (CalVet) and the Department of Adult and Aging Services (AAS) / Alameda County Veterans Service Office (CVSO) to provide mental health outreach and legal assistance services for County of Alameda veterans with mental health claims, for the retroactive period of 7/1/24-6/30/26, in the amount of \$180,000;
- B. Approve a new Standard Services Agreement (Procurement Contract No. 27877) with Swords to Plowshares Veterans Rights Organization (Swords to Plowshares) (Principal: Tramecia Garner; Location: San Francisco) for veteran mental health outreach and legal assistance services to County of Alameda low-income or unhoused veterans with mental health claims, for the retroactive period of 7/1/24 - 6/30/26, in the amount of \$171,000; and
- C. Adopt a Resolution approving the Sole Source waiver of competitive procurement with respect to the County's agreement with Swords to Plowshares.

DISCUSSION/SUMMARY:

This letter requests action by your Board to approve a Standard Agreement between CalVet and AAS/CVSO to deliver mental health outreach services for veterans of military service.

AAS/CVSO receives State funding from CalVet to expand or enhance mental health services to include treatment and other related recovery programs to veterans currently residing in or returning to the community from their military service as they transition to civilian life. AAS/CVSO administers programs in compliance with the Mental Health Services Act (MHSA) for CalVet. The CalVet Standard Agreement No. 24XS0004 states a maximum award amount of \$180,000 to AAS/CVSO.

The second action requested by your Board is approval of a Standard Services Agreement between County of Alameda and Swords to Plowshares. Founded in 1974, Swords to Plowshares provides a continuum of care in legal benefits, case management, counseling, housing assistance, employment, and referral services to more than 2,500 unhoused and low-income veterans annually. Swords to Plowshares trained 798 providers this past fiscal year in veteran culture, including quarterly trainings to the Oakland Police Department to educate new officers. As part of their new suicide prevention program, Swords to Plowshares Case Managers and Peer Specialists at the Veterans Community Center, Oakland Drop-in Center, and six housing sites received training to assess clients for suicidal ideation. In just three years, Swords to Plowshares has seen a 16% increase in program enrollments of veterans aged 55 and older (50% in 2020 to 66% in 2023).

For FY 2024-25 and FY 2025-26, Swords to Plowshares is expected to: 1) Engage in outreach to underserved veteran populations (less than honorably discharged, homeless, students, women, and LGBTQIA+ veterans) to increase awareness of U.S. Department of Veterans Affairs (VA) benefits eligibility and access to mental health resources and treatment; 2) Increase the number of veterans receiving access to VA mental health treatment as a result of legal barriers being removed; and 3) Streamline and coordinate services between AAS/CVSO and community-based veterans services.

For FY 2024-25 and FY 2025-26, AAS/CVSO will allocate a total of \$171,000 to Swords to Plowshares for veteran mental health outreach and legal assistance services and retain a total of \$9,000 (5% of the total funding amount of \$180,000) for administrative support services.

SELECTION CRITERIA/PROCESS:

CalVet Standard Agreement No. 24XS0004 lists Swords to Plowshares as its mandated provider for veteran mental health outreach and legal assistance services.

On 10/8/24, Alameda County Social Services Agency (ACSSA) received Finding of Non-Competition Sole Source Approval No. 10363 for Swords to Plowshares from the General Services Agency (GSA), expiring on 6/30/26. GSA found that it serves the best interest of County of Alameda veterans who need mental health services/programs to allow Swords to Plowshares to collaborate with AAS/CVSO to provide these essential services to our veteran population. Your Board is being asked to adopt a resolution waiving competitive bidding.

Swords to Plowshares is a non-profit organization providing direct client services and is exempt from the County's Small, Local, and Emerging Business compliance requirements.


FINANCING:

Funding for mental health outreach and legal assistance services comes from MHA grant funds awarded by the State to AAA/CVSO through CalVet Standard Agreement No. 24XS0004. These funds were included in the ACSSA FY 2024-25 Approved Budget and will be requested in the FY 2025-26 budget. Approval of this item will result in no additional net County cost.

VISION 2026 GOAL:

Veteran mental health outreach and legal assistance services meet the 10X goal pathways of **Healthcare for All, Employment for All, Eliminate Poverty & Hunger** in support of our shared visions of **Thriving & Resilient Population, Prosperous & Vibrant Economy**.

Sincerely,

DocuSigned by:

CFBDBF387EBC493...
Andrea Ford
Agency Director

Attachments:

1. Four sets of the original CalVet Standard Agreement No. 24XS0004 between CalVet and AAS/CVSO for Board President Signature
2. Finding of Non-Competition - Sole Source #10363 for Swords to Plowshares
3. Board Resolution
4. Standard Services Agreement between the County of Alameda and Swords to Plowshares for Board President Signature

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S
PURCHASING PROCEDURES FOR THE COUNTY OF ALAMEDA'S STANDARD SERVICES
AGREEMENT WITH SWORDS TO PLOWSHARES FOR VETERANS MENTAL HEALTH
OUTREACH AND LEGAL ASSISTANCE SERVICES**

RESOLUTION NUMBER R-2024-567

WHEREAS, the Alameda County Social Services Agency, Department of Adult and Aging Services (AAS) is responsible for the planning, provision, and evaluation of services for older adults, 60 years of age and older, and dependent adults between 18 and 59 years of age; and

WHEREAS, the California Department of Veterans Affairs (CalVet) requires partnership between AAS / Alameda County Veterans Service Office (CVSO) and Swords to Plowshares Veterans Rights Organization (Swords to Plowshares) to provide core services: 1) Engage in outreach to underserved veteran populations (less than honorably discharged, homeless, students, women, and LGBTQIA+ veterans) to increase awareness of Veterans Benefits Administration (VA) benefits eligibility and access to mental health resources and treatment, 2) Increase the number of veterans receiving access to VA mental health treatment as a result of legal barriers being removed, and 3) Streamline and coordinate services between AAS/CVSO and community-based veterans services; and

WHEREAS Swords to Plowshares has the expertise and qualifications to provide legal assistance for County of Alameda veterans with mental health claims, outreach services, intake services, free legal counseling and representation to vulnerable veterans. Founded in 1974, Swords to Plowshares will provide a continuum of care in legal benefits, case management, counseling, housing assistance, employment, and referrals to unhoused and low-income veterans annually. As a VA-accredited veterans services organization, Swords to Plowshares staff attorneys are experts in the field of VA benefits and military discharge upgrades; 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 the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, Swords to Plowshares received Sole Source Approval No. 10363 and is uniquely qualified within the community to serve the targeted population. The Board has determined 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 Swords to Plowshares.

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

November 26, 2024 by the following called vote:
date

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



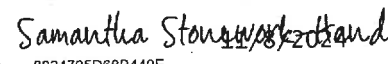
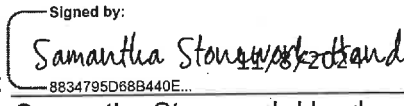
Nate Miley
President of the Board of Supervisors
County of Alameda, State of California

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

By: 

Deputy

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

Signed by:

By: 

Samantha Stonework-Hand
Assistant County Counsel

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
24XS0004

PURCHASING AUTHORITY NUMBER (if Applicable)

1 This Agreement is entered into between the Contracting Agency and the Contractor named below.

CONTRACTING AGENCY NAME
California Department of Veterans Affairs

CONTRACTOR NAME
County of Alameda

2 The term of this Agreement is:

START DATE
July 1, 2024

THROUGH END DATE
June 30, 2026

3 The maximum amount of this Agreement is
\$180,000
(One Hundred Eighty Thousand Dollars and Zero Cents)

4 The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A-1	Program Narrative	7
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit B-1	Budget Form/Narrative	5
+ - Exhibit C *	General Terms and Conditions	*
+ - Exhibit D	Special Terms and Conditions	7

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.das.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Alameda

CONTRACTOR BUSINESS ADDRESS 6955 Foothill Blvd, Suite 300	CITY Oakland	STATE CA	ZIP 94605
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PRINTED NAME OF PERSON SIGNING Nate Miley	TITLE President, Board of Supervisors
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CONTRACTOR AUTHORIZED SIGNATURE <i>Nate Miley</i>	
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Approved as to Form
DONNA R. ZIEGLER, County Counsel
 By: *[Signature]*
 Print Name: Sharontha Dorework-Hall

SCO ID: 8955-24XS0004

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24XS0004

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Veterans Affairs

CONTRACTING AGENCY ADDRESS

1227 O Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Ramon Carlos

TITLE

Chief, Central Business Office

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM4.04A.4

VETERAN MENTAL HEALTH OUTREACH

1. INTRODUCTION/SERVICES

- A. This is an Agreement in which the County of Alameda, hereafter referred to as the Contractor shall provide mental health outreach services, as specified within Exhibit A-1, in accordance with the Mental Health Services Act, for the California Department of Veterans Affairs, (CalVet).
- B. Contractor must be able to perform the tasks associated with providing services under the scope of their license. Contractor will provide services in accordance with federal and state laws and regulations and CalVet policies.
- C. Contractor is not authorized to disperse or promise any services as described in the Agreement until written approval has been obtained from CalVet Contract Manager and Contractor has received an executed Agreement from CalVet. Any delivery or performance of service commenced prior to Contractor obtaining all written approvals shall be considered voluntary on the part of Contractor.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide the following services.

- A. Expand and/or enhance mental health services to include treatment, and other related recovery programs to veterans currently residing in or returning to the community from their military service as they transition back to civilian life.
- B. Provide the following performance measures on a quarterly and annual basis:
 - 1. Provide eight (8) quarterly progress reports to include the following:
 - a) Performance table that includes the goal for each performance measure and the source of collecting the performance measure (See Exhibit B – Budget Detail and Payment Provisions for periodic progress report/metric due dates).
 - b) Any narrative related to Performance Assessment and Data.
 - 2. Provide a mid-program review at the end of the 1st funding year, as well as a final report at the end of the 24-month grant cycle. Both the mid-program review and final report must summarize information from the quarterly reports, describe the accomplishments of the project, and describe next steps for implementing any plans for additional work identified during the funding period.

3. INDEPENDENT CONTRACTOR STATUS

- A. Contractor shall be considered "Independent Contractors" in relation to CalVet and the State. Therefore, Contractor shall not be considered employee(s) of CalVet and shall not be entitled to any employee benefits from CalVet or the State including, but not limited to, the following:
 - 1. Premium Pay, Overtime Pay, or Holiday Pay
 - 2. Medical Insurance
 - 3. Vacation or Sick Leave
 - 4. Worker's Compensation
 - 5. Other employee benefits

4. CONTACT INFORMATION

A. The Contract representatives during the term of this Agreement will be:

1. **CalVet Home Representative:**

Veterans Services- Headquarters
Phillip Leggett, Mental Health Coordinator
1227 O Street
Sacramento, CA. 95814
Phone: (916) 503-8327
Email: phillip.leggett@calvet.ca.gov

2. **Contractor Representative:**

County of Alameda
Jennifer Stephens-Pierre
6955 Foothill Blvd. Suite 300
Oakland, CA 94605
Phone: (510) 577-1966
Email Address: jspierre@acgov.org

B. Contract Representatives, addresses, and phone/fax numbers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Representative including, name, title, mailing address, phone/fax numbers, and email address.

All other changes require a formal written amendment to this Agreement.

Appendix A – Program Narrative

Program Narrative

Swords to Plowshares Legal Assistance for Alameda County Veterans with Mental Health Claims Program Narrative	
Section A: Statement of Need	
<p>Veterans with mental health disabilities have an overwhelming need to access the specialized benefits and healthcare available from the Department of Veterans Affairs (VA), but few options for support. Securing VA eligibility can be lengthy and complicated, particularly for veterans struggling with post-traumatic stress disorder (PTSD), traumatic brain injury (TBI), chronic or severe mental illness, and/or homelessness. Many of these veterans will need additional support from an advocate to successfully complete the process.</p> <p>Veterans unjustly labeled with less than honorable discharges are especially vulnerable: they are twice as likely to commit suicide and experience homelessness, and three times as likely to become justice involved. Combat veterans with a psychiatric diagnosis are nine times more likely to have a less than honorable discharge than those without a diagnosis, but due to their discharge status, they are often denied mental health treatment and benefits from the VA. For unhoused veterans, untreated mental health issues can also affect the ability to secure and retain housing. According to most recent Point-in-Time (PIT) count estimates from the Department of Housing and Urban Development (HUD), the Alameda County Continuum of Care (CoC) has the 8th highest number of veterans experiencing homelessness—and the 4th highest number of unsheltered veterans—in the nation. Alameda County’s most recent PIT count (2022) discovered 550 unhoused veterans in the county, with 78% of those veterans unsheltered. “Psychiatric or emotional conditions” and “PTSD” were the most common health conditions experienced by both sheltered and unsheltered veterans. Access to VA benefits and healthcare can help these veterans to regain housing stability.</p> <p>This program will provide outreach and VA benefits and Discharge Upgrade assistance to Alameda County’s low-income and/or unhoused veterans with mental health disabilities through a partnership between the Alameda County Veterans Service Office (Alameda CVSO) and community-based organization Swords to Plowshares (Swords). Founded in 1974, Swords provides a continuum of care—in legal benefits, case management, counseling, housing assistance, employment, and referral—to approximately 3,000 unhoused and low-income veterans annually. As a VA-accredited Veteran Service Organization, Swords’ staff attorneys are experts in VA benefits and military discharge upgrades. Last year, they had a 91% success rate for cases, securing more than \$25 million in lifetime monetary benefits and access to healthcare for veterans served.</p> <p>To meet the need, the program will conduct free legal intake clinics and provide expert legal representation for veterans with complex VA benefits cases. The target population is underserved veterans—less than honorably discharged, LGBTQ+, women, and justice involved— with complex VA mental health disability claims and not receiving benefits due to eligibility barriers or difficulty proving their mental health disabilities are service-related. Many of these veterans would be unable to successfully navigate the complex Veterans Benefits Administration (VBA) claims process without expert legal assistance.</p> <p>Swords will provide outreach at our Oakland Service Center, the Oakland Vet Center, Insight Housing, and other locations where underserved veterans seek support. Veterans who require ongoing legal assistance and/or full representation will be identified during intake interviews and/or Alameda CVSO referrals.</p>	
Section B: Proposed Service/Project	

Project's Purpose:

The Legal Assistance for Alameda County Veterans with Mental Health Claims project will provide outreach, intake, and free legal counseling and representation for vulnerable veterans with complex mental health benefits claims and discharge upgrade cases to remove legal barriers and increase access to VA mental and primary healthcare, monetary benefits, and housing assistance.

Project's Goals:

- 1) Engage in outreach to underserved veteran populations (less than honorably discharged, homeless, student, women and LGBTQ veterans) to increase awareness of VA benefits eligibility and access to mental health resources and treatment.
- 2) Increase the number of veterans receiving access to VA mental health treatment as a result of legal barriers being removed.
- 3) Streamline and coordinate services between the Alameda CVSO and community-based veteran services.

Project's Annual Objectives:

- 4) Offer 100% of clients served at Legal Clinics information on available VA benefits, eligibility requirements, free self-help materials and legal counseling advice.
- 5) Provide direct one-time legal counseling to at least 38 unduplicated Alameda County veterans seeking access to their VA mental health benefits and discharge upgrades annually.
- 6) At least 35 veterans will report an increased awareness and understanding of their rights and entitlements at the end of the counseling session.
- 7) Host at least 17 free legal intake clinics providing outreach, free legal benefits counseling and intake by an attorney annually. (During COVID-19, these clinic meetings may be done via phone and videoconference.)
- 8) At least 12 veterans served will have a less than honorable discharge status.
- 9) Provide direct ongoing legal assistance by an attorney to 7 veterans on their mental-health related VA benefits and/or Discharge Upgrade case.
- 10) As a result of services provided, at least 5 represented clients will receive a decision from the VA or the DOD where that decision provides an increase in access to VA mental health care through removal of legal barriers, and/or an increase in monetary benefits income for mental health disabilities.
- 11) Offer 100% of clients served at Legal Clinics information regarding available community-based supportive services to increase their health, housing and income.

Services:

Alameda CVSO will provide intake and referral to veterans with mental health disabilities seeking assistance with accessing VA healthcare, monetary benefits, and housing assistance. Veterans with complicated cases, and those with high vulnerabilities—homeless veterans, veterans with severe mental health disabilities, and veterans in need of discharge upgrade assistance—will be referred to Swords to Plowshares.

Swords to Plowshares will provide free legal benefits assistance, including legal representation, and accept all legal referrals from the Alameda CVSO for Alameda County veterans with mental health-related cases. Swords will provide legal counseling, case analysis, advice, self-help materials, and legal intake for full representation by an attorney. All staff attorneys are VA-accredited VSOs. Swords also operates a Veterans Pro Bono Program to increase their capacity and will place cases as appropriate with volunteer attorneys (under the mentorship of staff attorneys). In partnership with the State Bar of California and the Practising Law Institute, Swords provides a Continuing Legal Education (CLE)-accredited training to help more than 1000 attorneys seeking to assist veterans with their VA healthcare benefits. Veterans with less complicated cases and lower vulnerabilities will be referred to the Alameda CVSO for benefits application assistance.

The primary strategy of the project is providing a legal intervention to address social determinants of health.¹ The VA research shows five of the top ten problems leading to homelessness cannot be solved without legal

intervention. Surveying 6,000 homeless veterans and service providers, the CHALENG study found that legal assistance is critical, especially for veterans seeking to upgrade a military discharge status to find justice and obtain benefits earned through their service.² Service-related contributing factors, such as undiagnosed PTSD, can often contribute to behaviors that result in a less than honorable discharge status. A 2010 study of Marines who deployed to Iraq found that those who were diagnosed with PTSD were eleven times more likely to be discharged for misconduct and eight times more likely to be discharged for substance abuse than Marines without a PTSD diagnosis.³

The proposed strategies also implement SAMHSA best practices outreach models shown to be effective in reaching at-risk populations. *The Intervention of Outreach* describes how outreach⁴ to at-risk populations can, in itself, be an intervention to improve health outcomes by locating at-risk populations and linking the population to resources that will address health concerns.

References:

¹Ellen Lawton, et al., *Medical-Legal Partnership: A New Standard of Care for Vulnerable Populations*, in POVERTY, HEALTH AND LAW 74 (Tobin Tyler and Lawton eds., 2011).

²U.S. Department of Affairs Fact Sheet Community Homeless Assessment, Local Education and Networking Groups (CHALENG). June 2016. <https://www.va.gov/HOMELESS/docs/CHALENG-2015-factsheet-FINAL-0616.pdf>

³R.M. Highfi II-McRoy, G.E. Larson, S. Booth-Kewley, C.F. Garland, Psychiatric Diagnoses and Punishment for Misconduct: the Effects of PTSD in Combat-Deployed Marines, BMC Psychiatry (2010).

⁴Cindy L. Tembreull, M.A., R.N., Marjorie A. Schaffer, Ph.D, R.N. *The Intervention of Outreach*. Public Health Nursing, Volume 22, Issue 4. July 2005 pages 347-353. Web. < <https://doi.org/10.1111/j.0737-1209.2005.220411.x>

Section C: Proposed Implementation Approach

Anticipated Impact:

The Alameda CVSO and Swords to Plowshares expect the Legal Assistance for Alameda County Veterans with Mental Health Claims project will increase access to VA mental healthcare, primary care, supportive housing, and other stabilizing monetary benefits and supportive services for vulnerable veterans with mental health disabilities. This project will complement and expand the current services provided by the Alameda CVSO by providing new access to legal assistance by attorneys trained in VA and military law to ensure veterans with complicated benefits cases receive expert assistance to remove barriers to VA mental and primary healthcare benefits. Through outreach, the program will provide information to increase awareness of available VA mental healthcare and benefits available to veterans; reduce stigma on seeking assistance to VA healthcare and benefits; and promote access to care and early intervention for transitioning veterans.

Attorneys at free legal intake clinics will provide case analysis, counseling and advice, as well as legal intake for more complicated cases that may require legal representation. Veterans will be offered referrals to Swords to Plowshares for additional services in case management, counseling, SSVF housing placement, supportive housing, and employment to address other than legal needs.

The Alameda CVSO and Swords to Plowshares will address the recommendations in Sections 1-B by:

1. Providing information on available VA mental and primary healthcare services and benefits at legal intake clinics.
2. Incorporating best practices to provide outreach as an intervention to connect at-risk populations with resources, and legal interventions to address the social determinants of health. In particular, VA research has shown that the majority of underserved less than honorably discharged veterans require legal interventions to successfully access care.
3. Increasing collaboration between Alameda CVSO and community-based Swords to Plowshares to leverage each agencies' expertise and capacity and provide the highest level of legal assistance to veterans with complicated mental health-related benefits and discharge upgrade cases.
4. Enhancing access to VA mental and physical healthcare by removing legal discharge barriers.
5. Reducing stigma by increasing awareness of VA benefits available for service-related mental health issues..
6. Providing targeted outreach to underserved veteran populations (less than honorably discharged, LGBTQ, women and seniors) through targeted legal intake clinics and outreach at Swords to Plowshares' Oakland Service Center, Oakland Vet Center, and Berkeley Food and Housing.
7. Referring homeless and at-risk veterans to Swords' evidenced-based Housing First approach and coordinated one-access point services in SSVF housing placement, supportive housing sites (421 units), case management, counseling, employment and referral.
8. Helping homeless veterans remove legal eligibility barriers to obtaining HUD-VASH housing vouchers and providing referrals to stabilization housing program with mental health services
9. Providing one access point intake and warm referral to Swords to Plowshares continuum of supportive services.
10. Tracking client intake, utilization, demographics, legal outcomes and client satisfaction surveys.
11. Providing all application materials and meeting all reporting deadlines.

Further, the proposed program addresses all three of the 1-C Funding Prioritization areas by:

- Providing VA benefits assistance to student veterans by referral;
- Providing legal benefits assistance by an attorney to veterans with mental health disabilities; and
- Providing referrals to Swords to Plowshares' in-house SSVF eviction prevention and housing placement, and stabilization and permanent supportive housing programs which house more than 400 homeless veterans with disabilities at a time.

Relevant Results:

Achievement of the project goals will make a dramatic impact in the lives of veterans and their families by ensuring that more underserved veterans with mental health disabilities will increase their access to VA mental and primary healthcare; VA monetary disability benefits that compensate for their mental health disabilities incurred during military service; and available housing assistance and other supportive services designed to support their reintegration to civilian life. Outreach to underserved populations will increase awareness of available VA benefits and the availability of free expert legal assistance to overcome complex eligibility barriers. Swords to Plowshares has a greater than 90% success rate for a positive result in cases that come to a conclusion. A positive result is defined as: removing barriers to entitlement, winning entitlement to a VA benefit not previously received, achieving an increased benefit level, protecting a current benefit from reduction or loss, or restoring a reduced or terminated benefit.

Facilitating Screening, Assessment, and Referrals:

Alameda CVSO and Swords to Plowshares' Legal Team will refer veterans to Swords' Oakland Service Center for a full intake which provides a screening and assessment of vulnerabilities, including the presence of co-occurring mental and substance use disorders, and provide program and community-based referrals for other than legal needs.

Unduplicated Individuals:

The project will provide 38 unduplicated veterans annually with legal counseling, advice and case analysis. Of these veterans, Swords to Plowshares expects to provide full representation by an attorney to 7 veterans with complicated veterans benefits and/or discharge upgrade cases.

Other Organizations:

Swords to Plowshares will be the primary project partner. They will provide expert legal assistance by an attorney to all identified veterans with complicated mental health benefits and discharge upgrade cases. Under the guidance and mentorship of staff attorneys, Swords to Plowshares will also leverage pro bono attorney assistance through their Veterans Legal Pro Bono Program. Swords to Plowshares has included a letter of support.

Potential Barriers:

Experience and cultural competency will help in navigating any potential barriers to success. Due to the VA claim backlog, resolution often can take several months or years. These circumstances are beyond outside control, but experienced advocates will submit complete and well-reasoned claims which ensures that they will be adjudicated as quickly as possible, and most cases are settled within 24 months. There is an ongoing stream of veterans' applications going into and adjudications coming out of the Veterans Benefits Administration (VBA) system and the VA is working on many levels to resolve bureaucratic problems contributing to the large backlog. Peer to peer support is effective in outreach to vulnerable populations. All staff are trained in veteran cultural competency and trauma informed care. Additionally, women attorneys will engage in outreach to women veterans and LGBTQ identified staff will engage in outreach to LGBTQ veterans.

The COVID health pandemic continues to limit our ability to provide on-site and in-person legal assistance; over the last 18 months, Swords to Plowshares has successfully modified service delivery to a remote model and will continue to provide remote intake and legal counseling as needed during this health crisis.

Prior Experience:

Swords to Plowshares and the San Francisco CVSO have been successfully operating a similar project in San Francisco since July 2020, serving 139 unduplicated San Francisco veterans with mental health claims. This project would allow us to provide the same services for Alameda County veterans.

VA benefits assistance by an attorney has been a core service at Swords to Plowshares since the organization was founded in 1974. After a three-year struggle, Swords to Plowshares was granted recognition from the VA in 1978 to represent veterans seeking benefits, the first new group in 32 years to be certified and remains one of only 40 VA-accredited Veterans Service Organizations nationwide. In 1979, they won one of the first PTSD cases and helped develop the Agent Orange Self-Help Guide, a model used years later for addressing Gulf War veterans' exposure to toxins. Since 2011, Swords to Plowshares has collaborated with the State Bar of California and the Practising Law Institute (PLI) to provide Continuing Legal Education accredited training to thousands of attorneys nationwide seeking to become VA-accredited to represent veterans.

Swords to Plowshares' Legal Program consistently maintains a success rate greater than 90% for those that received full representation and serves more than 500 veterans with disabilities every year. They have partnered with the VA to staff Legal Drop-in Clinics at four Bay Area VA locations and launched the first ever

MLP with a Vet Center. Our Vet Center MLP Project began with the Oakland Vet Center, and we continue to have a strong relationship with the Oakland Vet Center clinical staff.

Sustainability Plan:

Alameda CVSO and Swords to Plowshares are committed to continuing to provide effective assistance to help vulnerable veterans with complicated cases access their VA benefits. Swords to Plowshares will seek foundation grants and leverage the support of pro bono attorneys to continue to provide a high level of outreach and expert legal assistance to vulnerable veterans. Swords provides CLE training in VA law (live, webinar, and webcast) to provide continuity in proficiency of attorneys. Legal Director Maureen Siedor has led Swords' Legal Team since 2019 under the guidance of Executive Director Michael Blecker, who began his tenure at Swords to Plowshares as a legal intern in 1976 and values the importance of legal intervention to connect veterans to federally funded resources as a primary component of a veteran-specific continuum of care.

Section D: Performance Assessment and Data

Swords to Plowshares' sources of data for evaluating the program include case management notes, program records, VA and other government records, documented client self-reporting, and client satisfaction surveys.

As an organization, Swords to Plowshares utilizes an organization-wide client database, Exponent Case Management (ECM), that captures and easily reports on program participants' gender, age, ethnicity, military branch, era of service, disability status, department accessed, department-specific measures, and progress over time. Data is entered in a uniform manner by all departments to increase organization collaboration and ability to provide prompt, accurate reports on overall client data. The agency recently engaged in a strategic analysis of our data assessment tools to ensure client data identify emerging client needs, improved health indicators and disparities, and program coordination.

The Legal Program cases are also tracked through ECM, which has been specifically tailored to track their VA benefits work and discharge review work. To ensure legal confidentiality duties are protected, the Legal Program keeps their client data in a separately secured ECM site.

All clients will be asked to participate in a voluntary exit questionnaire. The questionnaire gathers information using Likert Scale and open-ended responses. Questions ask for feedback on intake, understanding of legal advice/counseling, support given while resolving legal barriers, and suggestions for improvement.

Swords to Plowshares is experienced in managing data collection, data analysis and providing narrative and quantitative reports on legal outcomes for a variety of funding.

Swords to Plowshares' tracks and can report on the following client data:

1. Age/date of birth
2. Gender (Female, Male, Gender Non-Conforming, Trans (M to F), Trans (F to M))
3. Military Service Branch
4. Era of Service
5. Race
6. Ethnicity
7. Discharge Status (Bad Conduct, Dishonorable, General Under Honorable Conditions, Honorable, Uncharacterized, Other than Honorable)
8. Disability Status
9. Housing/Homeless Status

10. Household Income
11. Gross Monthly Income
12. Access to Healthcare
13. Type of Legal Service Seeking (discharge upgrade, veteran benefit application/appeals, expungement, etc.)
14. Legal Outcome/Success Rate
15. Location Served
16. Full Representation Cases
17. Cases Placed with Pro Bono
18. Monthly Monetary Award Amount
19. Average Monthly Award
20. Retroactive Award Amount
21. Estimate Lifetime Benefit

Swords to Plowshares will utilize program data to evaluate the success and quality of the program and make any necessary adjustments to service delivery, taking particular note of any behavioral health disparities shown in the data. Program staff will work closely with CalVet to facilitate site visits and program implementation, as needed

1. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CalVet agrees to compensate Contractor for services rendered in accordance with the rate specified in Exhibit B-1-Budget Form/Narrative.
 - a) Total cost of the contract is \$180,000.00.
 - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$22,500.00, the remaining seven (7) payments shall be made upon receipt of quarterly invoices by the CalVet Contract Manager.
 - c) Quarterly invoices shall be submitted no later than the following dates:

	FY24/25 starts July 1, 2024
1 st Quarter Invoice and Metrics (07/01/2024 – 9/30/2024)	Due October 31, 2024
2 nd Quarter Invoice and Metrics (10/01/2024 – 12/31/24)	Due January 30, 2025
3 rd Quarter Invoice and Metrics (01/01/2025 – 03/31/2025)	Due April 28, 2025
4 th Qtr. Invoice and Metrics Annual Progress Reports (04/01/25 – 06/30/25)	Due July 31, 2025 The mid-program report must summarize information from the quarterly reports, describe the accomplishments of the project, and describe next steps for implementing any plans for additional work identified during the funding period (mid-program reports are due with 4 th Quarter invoices and metrics.)

	FY25/26 starts July 1, 2025
1 st Quarter Invoice and Metrics (07/01/2025 – 9/30/2025)	Due October 31, 2025
2 nd Quarter Invoice and Metrics (10/01/2025 – 12/31/25)	Due January 30, 2026
3 rd Quarter Invoice and Metrics (01/01/2026 – 03/31/2026)	Due April 28, 2026
4 th Qtr. Invoice and Metrics Annual Progress Reports (04/01/26 – 06/30/26)	Due July 31, 2026 The final report must summarize information from the quarterly reports, describe the accomplishments of the project, and describe next steps for implementing any plans for additional work identified during the funding period (Annual Progress Reports are due with 4 th Quarter invoices and metrics.)

- Quarterly payments shall only be approved upon quarterly invoices that shall include the Agreement Number, County name, address and telephone number. Quarterly invoices shall also be accompanied by the quarterly reports identified in Exhibit A – Scope of Work, and shall be submitted in duplicate not more frequently than listed above to:
- Invoices shall include the Agreement Number and shall be submitted in not more frequently than monthly in arrears to:

Original Invoice	Approval Copy
Department of Veterans Affairs CalVet Accounting Office 1227 O Street, Room 402 Sacramento, CA 95814	Department of Veterans Affairs Attn: Phillip Leggett 1227 O Street Sacramento, CA 95814

B. Budget Contingency Clause

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further form and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

2. SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

A. Submissions of Invoices/Claims

1. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
2. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.
3. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:
 - a) Contractor's Company name
 - b) Contractor's Company address, phone number and e-mail
 - c) Date of invoice/claim
 - d) Invoice/claim number
 - e) CalVet location where services were performed
 - f) Agreement Number
 - g) Date(s) of Service
 - h) Total dollar amount being billed
 - i) First and Last name of Contractor or Provider performing services, if applicable
 - j) Contractor's or Provider's Classification, whichever is applicable
 - k) When applicable, contractors shall include the following information on the invoice/claim submitted for hourly reimbursement:
 1. Hourly Rate
 2. Time in and time out
 3. Total hours worked
 4. Any other information or documentation reasonably required to verify and substantiate the provision of services and the charges for such services.

BUDGET FORM/NARRATIVE

The Budget Form/Narrative may not represent the actual dollar amount allotted for this Agreement. The Budget Form is the Contractor’s response to Program’s Request for Application and shall be attached as a reference for Contractor’s proposal of how expenses will be addressed as part of this agreement.

Appendix B – Budget Form

Alameda County Veterans Service Office Legal Assistance for Alameda County Veterans with Mental Health Claims Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
[Insert Position]	[Insert Wage]	[Insert Hours]	[Insert Months]	[Insert Cost]
			Total	\$(Insert Cost)
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
[Insert Component]	[Insert Rate]	[Insert Annual Wage]	[Insert Cost]	
		Total	\$(Insert Cost)	
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
[Insert Location]	[Insert Purpose]	[Insert Rate]	[Insert Cost]	
		Total	\$(Insert Cost)	
D. Supplies				
Items	Rate (Cost x Months)			Cost
[Insert Items]	[Insert Rate]			[Insert Cost]
	Total			\$(Insert Cost)
E. Contracting				
Name	Service	Rate (Cost/Individual x Individual x Days)		Cost
Swords to Plowshares	Legal Services	\$600 per day/500 days*		\$300,000
[Insert Contractor]	[Insert Service]	[Insert Rate]		[Insert Cost]
		Total		\$300,000
F. Other				
Item	Rate			Cost

[Insert Item]	[Insert Rate]	[Insert Cost]
	Total	[\$[Insert Cost]
Totals		
Section A: Personnel	[Insert Cost]	Section D: Supplies [Insert Cost]
Section B: Fringe Benefits	[Insert Cost]	Section E: Contracting \$300,000
Section C: Travel	[Insert Cost]	Section F: Other [Insert Cost]
		Total Requesting \$300,000

Appendix C – Budget Narrative

Alameda County Veterans Service Office Legal Assistance for Alameda Veterans with Mental Health Claims Budget Narrative
Section A: Personnel
[Insert Text Here]
Section B: Fringe Benefits
[Insert Text Here]
Section C: Travel
[Insert Text Here]
Section D: Supplies
[Insert Text Here]
Section E: Contracting
<p>The Alameda CVSO does not have attorneys on staff to provide legal representation to veterans with complicated benefits and discharge upgrade cases that require expert legal assistance. The Alameda CVSO will contract with Swords to Plowshares to provide this high level of expert legal assistance to underserved veterans living with mental illness. All legal assistance is provided free of charge and targets the needs of the most vulnerable low-income and homeless veterans with mental health disabilities seeking access to VA healthcare and disability benefits. As an expert in this area of law, Swords to Plowshares provides CLE-accredited training, in partnership with the Practicing Law Institute, to attorneys interested in becoming VA-accredited to represent veterans. PLI estimates that the number of attorneys in California trained and qualified to represent veterans has more than doubled since their partnership began. Swords to Plowshares also has unparalleled legal experience in engaging and serving veterans barred from their VA benefits due to military discharge status. In 2016, Swords to Plowshares, in conjunction with National Veterans Legal Services Program and the Veterans Legal Clinic at the Legal Services Center of Harvard Law School, published <i>Underserved: How the VA Wrongfully Excludes Veterans with Bad Paper</i>.</p> <p>Swords to Plowshares will provide legal outreach clinics staffed by attorneys to provide a high level of legal benefits counseling and advice to veterans at locations in San Francisco. Based on experience, Swords to Plowshares expects to assist 38 unduplicated veterans annually with one-time legal counseling, and 76 unduplicated veterans over the two-year contract. Through this partnership, Swords to Plowshares will also</p>

provide full legal representation and/or ongoing legal assistance for 7 underserved veterans annually with complicated benefits and discharge upgrade cases. These veterans will be identified through legal intake and referral, and cases with merit will be taken on for full representation by an attorney trained in VA and military law.

The following is a breakdown of Swords to Plowshares costs over 24 months to provide these services:

A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
Director of Legal Services	\$65.63	25.396825	24	\$40,000
Managing Attorney	\$55.53	18,158730	24	\$24,200
Senior Paralegal	\$38.37	27.150191	24	\$25,000
Pro Bono Mgr/Staff Attorney	\$49.47	21.056041	24	\$25,000
Staff Attorney	\$45.43	22.927690	24	\$25,000
Deputy Director of Legal	\$49.47	21.056041	24	\$25,000
Staff Attorney	\$43.92	23.718300	24	\$25,000
Pro Bono Program Assistant	\$28.88	36.075036	24	\$25,000
			Total	\$214,200
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
FICA, SUI, WC, Health, 403(b) Employer & Other Benefits	27.01%	\$214,200		\$57,855
		Total		\$57,855
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
Ride Share Services/Public Transportation	Meet Clients/Outreach	[Insert Rate]		\$672
		Total		\$672
D. Supplies				
Items	Rate (Cost x Months)			Cost
N/A				
	Total			
E. Contracting				

Name	Service	Rate (Cost/Individual x Individual x Days)	Cost
N/A			
F. Other			
Item	Rate		Cost
Administrative (Indirect)	10% of 272,727		\$27,273
	Total		\$27,273
Totals			
Section A: Personnel	\$214,200	Section D: Supplies	
Section B: Fringe Benefits	\$57,855	Section E: Contracting	\$0.00
Section C: Travel	\$672	Section F: Other	\$27,273
		Total Requesting	\$300,000

Appendix C – Budget Narrative

Swords to Plowshares	
Budget Narrative	
Section A: Personnel	
Swords to Plowshares' Legal Director provides direction and supervision for Swords to Plowshares' Legal Program. Other Legal Program positions that will provide services under this contract are: the Deputy Director of Legal Program, the Managing Attorney, Pro Bono Manager/Staff Attorney, Staff Attorneys (3), Senior Paralegal/Contracts Coordinator, and Intake Specialist/Administrative Assistant.	
Section B: Fringe Benefits	
Fringe rate is 27.01%, the breakdown is as follows: FICA-7.65%, SUI-1.00%, Workers Comp-0.70%, Group Health-12.26%, 403(b) Employer Contribution- 3.40% and Other employee benefits (Commuter Checks)- 2.00%	
Section C: Travel	
Use of public transportation or ride share services to and from meeting with clients and court.	
Section D: Supplies	

N/A
Section E: Contracting
N/A
Section F: Other
Administrative – 10% \$27,273 of direct \$272,727

1. EXCISE TAX

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales or use tax imposed by another state.

2. STATUTORY AND REGULATORY PROVISIONS

A. This Contract shall be governed and construed in accordance with all applicable statutory and regulatory provisions including, but not limited to:

- 1) Title XVIII of the Federal Social Security Act
- 2) Title XIX of the Federal Social Security Act
- 3) Chapters 7 and 8 (commencing with Section 14000), Part 3, Division 9, Welfare and Institutions Code
- 4) Division 3, Title 22, California Code of Regulations (CCR)
- 5) Health and Safety Code Section 1340 et seq.
- 6) All applicable Federal provisions which regulate the administration of health care programs and budget revisions, as contained in the Code of Federal Regulations (CFR), Title 42, and Title 45, Part 74, Title 42 United States Code, Sections 1395 et seq. and 1396 et seq.
- 7) Sub-chapter 13 (commencing with Section 6800), Chapter 4, Part 1, Title 17, CCR; and
- 8) All other applicable laws and regulations.

B. Any provision of this Contract in conflict with the applicable laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though the amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If, due to amendment in laws or regulations, Contractor is unable or unwilling to comply with the provisions of the amendment(s), State or Contractor may terminate this Contract in accordance with the Termination provision of this Contract.

3. EXAMINATION AND AUDIT

A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.

B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to

medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.

4. RESOLUTION OF DISPUTES

- A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state the following, based on the most accurate information available to the Contractor:

- 1) That it is a dispute pursuant to this Section.
 - 2) The date, nature, and circumstances of the conduct, which is the subject of dispute.
 - 3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
 - 4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
 - 5) The reason why the Contractor is disputing the conduct.
 - 6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
 - 7) The Contractor's desired remedy.
- B. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.
- C. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.
- D. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:
- 1) Find in favor of the Contractor, in which case the Undersecretary may:
 - a) Countermand the earlier conduct which caused the Contractor to file a dispute; or

- b) Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.
 - 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
 - 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.
- E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- F. Contractor shall continue with the responsibilities under this Contract during any dispute.

5. AGENCY LIABILITY (Applies only to Federally Funded Contracts)

The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. POTENTIAL SUBCONTRACTORS

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries exempt from bidding, nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

7. INSURANCE REQUIREMENTS

- A. Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the contractor has the following types of coverage, if applicable:
 - 1) Commercial General Liability: Combined Single Limit (CSL) for no less than \$1,000,000 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

- 2) Professional Liability: (Applies to any contract in which the work is of a professional nature such as, but not limited to, physicians, architects, engineers, accountants, or consultants) Covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3) Automobile Liability (Applies to any contract in which the contractor will likely use a vehicle to complete the project or drive a vehicle onto State property): Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.
 - a) MCS90 endorsement on the Automobile policy (**required whenever contractor will be transporting Hazardous materials i.e. Pest Control and Waste contracts.**)
- 4) Pollution Liability/Environmental Impairment Liability (Applies only to Pollution Contracts – i.e. Pest Control and Waste Contracts): In addition, the certificate evidencing general liability must include evidence of one of the following if applicable to the service:
 - a) Pesticide/Herbicide Endorsement, OR
 - b) An endorsement deleting the general liability pollution exclusion, OR
 - c) A separate environmental/pollution liability policy with limits not less than \$1,000,000 covering bodily injury and property damage from pollution and related clean-up costs incurred arising out of the work or services to be performed under this contract.
- 5) Workers' Compensation (Mandatory for all Contractors who have at least one employee): Contractor shall maintain workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations.
- 6) Fidelity Bond/Crime Insurance: (Applies only to contracts handling State money or securities – i.e. Armored Car Service Contracts) Contractor shall maintain Employee Dishonesty and, when applicable, Inside/Outside Money & Securities coverages for state-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as loss payee the California Department of Veterans Affairs
- 7) The certificate(s) of insurance shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certificates of insurance must also contain all of the following provisions:
 - a) Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
 - b) Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 - c) Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract.
- 8) Contractor agrees that any insurance herein provided shall be in full force and effect at all times during the term of the contract. In the event said insurance coverage expires at any time during the

term of this contract, Contractor agrees to provide, at least ten (10) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event contractor fails to keep in effect at all times insurance coverage herein provided, State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

- 9) Contractor shall notify the State within five (5) days if any insurance coverage identified in the contract is altered in any way.

8. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.
- B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

9. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of, performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

11. SB/DVBE PARTICIPATION

In accordance with requirements set forth by the State, the CalVet shall enforce all laws, rules, and regulations pertaining to this program. It is the Contractors responsibility to provide CalVet with all required documents as outlined in this agreement. The CalVet reserves the right to contact each SB and DVBE identified by the Contractor to verify compliance. Failure to meet SB/DVBE requirements under Exhibit B, and Exhibit C (GTC 04/2017), paragraphs 19.a and 19.b. may deem the Contractor to be non-responsible and rejected from future bid and contract opportunities with the CalVet.

12. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the

State of California, you will need to submit to the California Department of Veterans Affairs a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

13. CONSULTANT – STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information, including electronic protected health information.

15. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

16. LEGAL CONTRACTS (applies only to Legal Services Contracts)

In accordance with (Public Contract Code Section (10353.5) The Contractor shall:

- A. Agree to adhere to legal cost and billing guidelines designated by the State.
- B. Adhere to litigation plans designated by the state agency.
- C. Adhere to case phasing of activities designated by the state agency.
- D. Submit and adhere to legal budgets as designated by the state agency.
- E. Maintain legal malpractice insurance in an amount not less than the amount designated by the state agency.

- F. Submit to legal bill audits and law firm audits if requested by the state agency. The audits may be conducted by employees and designees of the state agency or by any legal cost control providers retained by the state agency for purpose.
- G. Submit to a legal cost and utilization review, as determined by the state agency.

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: SWORDS TO PLOWSHARES VETERANS RIGHTS ORGANIZATION
 DEPT #: Adult and Aging Services / County Veteran Services Office

TITLE/SERVICE: Veteran Mental Health Outreach and Legal Assistance Services

DEPT. CONTACT: Kim Fogel PHONE: 510-577-3536

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: 94-2260626

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

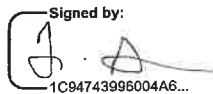
3. Will the County provide more than 20% of the contractor's income? YES NO

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.

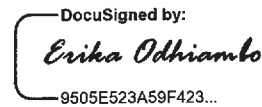
Signed by:

1C94743995004A6...

Contractor Signature

Tramecia Garner

11/8/2024

Date

DocuSigned by:

9505E523A59F423...

Agency/Department Head/Designee Signature

Erika Odhiambo

11/8/2024

Date

Procurement Contract No. 27877

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2024, is by and between the County of Alameda, hereinafter referred to as the “County”, and SWORDS TO PLOWSHARES VETERANS RIGHTS ORGANIZATION, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Veteran Mental Health Outreach and Legal Assistance 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 Veteran Mental Health Outreach and Legal Assistance 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 July 1, 2024 through June 30, 2026.

The compensation payable to Contractor hereunder shall not exceed one hundred eighty thousand dollars (\$171,000) 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.

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

COUNTY OF ALAMEDA

By:

Nate Miley

Name: Nate Miley

Title: President of the Board of Supervisors

Date: 12/4/24

SWORDS TO PLOWSHARES
VETERANS RIGHTS ORGANIZATION

By:

Signed by:
T. Garner
1C84743998004A6...

Name: Tramecia Garner

Title: Executive Director

Date: 11/8/2024

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

By:

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

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

Department of Adult and Aging Services
County Veterans Service Office
krfogel@acgov.org
Attn: Kim Fogel

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

To Contractor: SWORDS TO PLOWSHARES VETERANS RIGHTS ORGANIZATION

401 Van Ness Avenue, Suite 313, San Francisco, CA 94103
tramecia.garner@stp-sf.org
Attn: Tramecia Garner

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.

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

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

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Veteran Mental Health Outreach and Legal Assistance Services shall not exceed \$171,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned

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Business provision. The approval is based on: Contractor as a non-profit community-based organization (CBO) is a SLEB Exempted Entity. **However, if circumstances or the terms of the contract should change**, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

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

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is

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in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.

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- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products;

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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 _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

SCOPE OF WORK

Contracting Department	Adult and Aging Services / County Veterans Service Office
Contractor Name	SWORDS TO PLOWSHARES VETERANS RIGHTS ORGANIZATION
Type of Services	Veteran Mental Health Outreach and Legal Assistance Services

I. PROGRAM GOALS

- A. To provide outreach, intake, and free legal counseling and representation for vulnerable veterans with complex mental health benefits claims and discharge upgrade cases to remove legal barriers and increase access to VA mental and primary healthcare, monetary benefits, and housing assistance. 1.) Engage in outreach to underserved veteran populations (less than honorably discharged, homeless, student, women and LGBTQ veterans) to increase awareness of VA benefits eligibility and access to mental health resources and treatment. 2.) Increase the number of veterans receiving access to VA mental health treatment as a result of legal barriers being removed. 3.) Streamline and coordinate services between the Alameda CVSO and community-based veteran services.
- B. Services shall be targeted to thirty (30) unduplicated participants in the first year of the contract. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

II. PROGRAM PERFORMANCE STANDARD

A. COMPLIANCE

- 1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
- 2. AAS/CVSO staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.
- 3. Contractor shall provide County of Alameda, Social Services Agency (ACSSA), AAS/CVSO, State of California, California Department of Veterans Affairs

(CalVet) and U.S. Department of Veterans Affairs (VA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

4. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.
5. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
6. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency (ACSSA), based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County AAS/CVSO Grievance Policy (**Attachment A**). All contractors shall post and advise clients of their complaint resolution process.
7. Contractors shall adhere to the ACSSA Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors (**Attachment B**) contains specific language access provisions.

Within the first 60-days of the contract, Contractor shall have developed written:

- a. Personnel Policies and Procedures,
- b. Job Descriptions for all staff involved in the program,
- c. Emergency Preparedness Plan including Incident Command System (ICS),
- d. Grievance Resolution Policy.

B. HIPAA

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.
2. Contractor shall ensure that all program employees and volunteers with access to

PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

- a. 30-days of the start date of this Contract,
 - b. 30-days of the start date of any new employee, volunteer, or subcontractor,
 - c. An annual timeframe.
3. Contractors must maintain Certificates of Completion on file and provide them to AAS upon request including PSCI.
- a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
 - b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
 - c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

C. SERVICE OBJECTIVES

1. Contractor shall perform the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.
2. Contractor shall offer 100% of all County of Alameda clients information and assistance during the contract period.
3. Contractor shall provide direct one time legal counseling to thirty-eight (30) unduplicated participants during the contract period.
4. Contractor shall report an increase and awareness at the end of each counseling session to thirty-five (27) participants during contract period.
5. Contractor shall host seventeen (12) free Legal Intake Clinics during the contract period.
6. Contractor shall provide direct ongoing legal assistance by an attorney to nine (9) Veterans during the contract period.

7. Contractor shall report five (5) represented clients to receive decision via Veterans Affairs or Department of Defense during contract period.

SERVICE	ANNUAL TOTAL FOR EACH CONTRACT PERIOD
Offer clients Information and Assistance	100% of all clients
Provide one time legal counseling to Alameda County Veterans	30 unduplicated
Report an increase awareness and understanding at end of counseling session	27
Host Free Legal Intake Clinics	12
Provide direct ongoing legal assistance by an attorney to Veterans	9
Represented Clients to receive decision via Veterans Affairs or Department of Defense	5

D. DEFINITIONS

1. **Eligible Service Population:** County of Alameda Veterans who have been determined to need services with mental health, legal services, substance abuse, and other essential services.
2. **Information and Assistance:** Contractor shall provide information and assistance. (UNIT: one participant)
3. **Legal Counseling:** Contractor shall provide legal counseling. (UNIT: one participant)

E. Reporting after counseling sessions: Contractor shall report participant counseling sessions (UNIT: one participant)

1. **Intake Clinics:** Contractor shall host free legal intake clinics. (UNIT: one intake clinic)
2. **Legal Assistance:** Contractor shall provide legal assistance. (UNIT: one participant)
3. **Represented Clients:** Contractor shall provide decision via Veterans Affairs or Department of Defense. (UNIT: one participant)

III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. Phase I - Initial Suspension

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

- a. Implementation - Imposed when Contractor is identified as being materially out of compliance.
- b. Notice - Suspended status shall be in effect:
 - (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to Contractor, or
 - (2) As early as the sixth (6th) working day if formal notice is given.

Reimbursements - Suspended status shall cause all considerations due Contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.

- c. Duration - Maximum of ten (10) working days.
- d. Lifting - The initial suspension shall be lifted when:
 - (1) Contractor submits the required document(s),
 - (2) Contractor has adequately demonstrated corrective action, or
 - (3) The penalty phase takes effect.

2. Phase II - Penalty Phase

On the nineteenth (19th) working day after an invoice or required report is due, if Contractor is still out of compliance, Contractor may be penalized 1% of the total amount of the contract as executed. Contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of Contractor failure to submit invoices/reports as required.

- a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
- b. Notice - A formal Notice of Penalty shall be sent to Contractor via certified

- mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
- c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
 - d. Duration - Maximum of ten (10) working days.
 - e. Lifting - The penalty sanction shall be lifted when:
 - (1) Contractor submits the required document(s),
 - (2) Contractor has adequately demonstrated corrective action, or
 - (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If Contractor has not submitted the required document(s), on the thirtieth (30th) work day after the quarterly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by Contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

- a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the ACSSA Director.
- b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to Contractor via certified mail.
- c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by Contractor as of the date they are reported. The County reserves the right to examine Contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. Contractor subject to total non- payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
- d. In no case during the sanction period is Contractor exempt from providing services required under Exhibit A. Should Contractor fail to provide services as required, Contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold Contractor liable for costs to replace contract service and seek damages for Contractor's failure to perform.
- e. Duration - Suspension of reimbursements phase remain in effect until Contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

- f. Lifting - The suspension of reimbursements phase shall be lifted when Contractor has adequately demonstrated corrective action, or when contract is terminated.

C. WAIVER OF SANCTION PROCEDURE

Upon notice that County is implementing sanction procedures described above, Contractor may file a written appeal with the CVSO Director. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

- A. Description of how clients shall be notified about the change in their service provider.
- B. A plan to communicate with other organizations that can assist in locating alternative services.
- C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
- D. A plan to evaluate clients in order to assure appropriate placement.
- E. A plan to transfer any confidential medical and client records to a new contractor.
- F. A plan to dispose of confidential records in accordance with applicable laws and regulations.
- G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.
- H. Additional information as necessary to affect a safe transition of clients to other community service providers.

V. ASSURANCES AND SPECIFIC REQUIREMENTS

- A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of

Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

- B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.
- C. Contractor is required to attend Provider Meetings scheduled by the AAS. Contractor shall provide paid release time to appropriate staff to attend AAS sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with Contractor. This section is applicable only if the County Area Agency on Aging has such training available.
- D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.
2. Remain in a secure, locked file or secure area to protect confidentiality of the records.
3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,

age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;
2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);
3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;
4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

- F. Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.
 2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.
 3. Fire safety preparations.
- G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.
- H. Contractor shall notify the AAS/CVSO within ten (10) days of changes in administrative staff.
- I. Contractor shall continue with the responsibilities under this Agreement during any dispute.
- J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAS/CVSO. All third-party contracts must be approved by the County and conform to CalVet and AAS/CVSO policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.
- K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
- L. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

M. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.
2. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. CONTRACTS IN EXCESS OF \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. Public Contract Code Section 10295.3

O. RESULTS-BASED ACCOUNTABILITY

The ACSSA has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow ACSSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: <http://www.raguide.org/>.

1. How much was done?
 - a. Contractor shall meet a minimum of 95% of its program specific Service Unit requirements.
 - b. Deliverable: Contractor will submit monthly and quarterly data reports to AAS/CVSO to document the number of specific Service Units provided each month.

2. How well was it done?
 - a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
 - b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAS/CVSO.

3. Is anyone better off?
 - a. Goals of the Mental Health Services Act (MHSA) program services shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
 - b. Deliverable: Contractor shall submit monthly and quarterly data reports to AAS to document the number of specific Service Units provided.

P. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

Q. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

R. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

S. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

T. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

U. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

VI. OTHER REQUIREMENTS

- A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAS. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending \$750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months

after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.
2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.
3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.
4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.
5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.
6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAS/CVSO; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as County of Alameda AAS/CVSO deems necessary.
7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.
8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and County of Alameda AAS/CVSO and is so stated in writing to the Contractor.
9. If the Contractor should cease to exist as an entity, these records must be forwarded to County of Alameda AAS/CVSO.
10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

- B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 200.302].

C. REPORTING REQUIREMENTS

Contractors shall submit invoices and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by AAS/CVSO.

1. CalVet and County General Fund Invoices must be submitted on a quarterly basis, within twenty (20) calendar days after the close of the service period being reported to the County.
2. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.
3. Contractors are required to maintain statistical and financial data for all program and client information submitted to the AAS/CVSO in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.
4. Contractor shall provide four (4) periodic progress reports per year to include the following: a) Performance table that includes the goal for each performance measure and the source of collecting performance measure, b) Any narrative related to performance assessment and data.
5. Contractor shall provide an annual progress report and the end of the contract period. The report must summarize information from the periodic report, describe the accomplishments of the project, and describe the next steps for implementing any plans for additional work identified during the contract period.

Attachment A (Revised 8/2019)

Alameda County AAS/CVSO Grievance Policy

- I. To comply with CalVet, the AAS/CVSO must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAS/CVSO's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:
 - A. Time frames within which a complaint will be acted upon.
 - B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAS/CVSO if dissatisfied with the results of the service provider's review.
 - C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

- II. Service providers must notify all older individuals of the grievance process by:
 - A. Posting notification of the grievance process in visible and accessible areas.
 - B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

- III. If the complaint is not resolved to the satisfaction of the veteran or persons authorized to act on their behalf, the complaint must be forwarded to the CVSO Manager in writing. If a complainant cannot submit a written complaint, the AAS/CVSO shall:
 - A. Verbally accept the complaint.
 - B. Prepare a written complaint.
 - C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

- IV. If the complaint submitted to the CVSO Manager is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the CVSO shall:

- A. Verbally accept the complaint.
- B. Prepare a written complaint.
- C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

V. The AAS/CVSO's grievance process shall:

- A. Formally be adopted by the AAS/CVSO's governing board.
- B. Distributed to both of the following:
 - 1. All Service Providers within the Service Area..
 - 2. Organizations and locations where veterans and their dependents congregate.

Attachment B (Revised: 08/31/18)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The 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 **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

Attachment C

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: 4c</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

EXHIBIT B**TERMS AND CONDITIONS OF PAYMENT**

- I.** 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.
- II.** Total payment under the terms of this Agreement will not exceed the total amount of \$171,000. This cost includes all taxes and all other charges.
- III. FUNDING**
 - A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to termination provisions, it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.
 - B. Contractor shall expend all funds received hereunder in accordance with this Agreement.
 - C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.
 - D. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.
 - E. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to County shall be reduced accordingly by the amount of duplicate funding.
 - F. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:
 1. Establish appropriate procedures to safeguard and account for all contributions.
 2. Expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the

AAS/CVSO.

- G. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

IV. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

- A. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.
- B. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- C. Royalties received on patents and copyrights from contract-supported activities.
- D. Proceeds from the sale of goods created under CalVet grant funds.
- E. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- F. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned
- G. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- H. Program Income may not be used to meet the matching requirements of this Agreement.
- I. Program Income must be used to expand baseline services.

V. ONE-TIME ONLY (OTO) FUNDS

- A. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
- B. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAS/CVSO. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

VI. MATCHING CONTRIBUTIONS

“Matching Contributions” means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

- A. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- B. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
- C. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.
- D. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
- E. Matching contributions generated in excess of the minimum required are considered overmatch.

VII. INDIRECT COSTS

- A. Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
- B. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
- C. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
- D. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

VIII. REIMBURSEMENT

- A. "Reimbursable item" also means "allowable cost" and "compensable item."
- B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
- C. "Questioned Costs" means a cost that is questioned by the auditor because of an

audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

- D. "Recoverable cost" means the state and federal share of the questioned cost.
- E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.
- F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.
- G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.
- H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are under expenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).
- Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.
- I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.
- J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of \$5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

- K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

IX. REQUIRED REPORTS

Contractor shall submit invoices and data reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

- A. CalVet and County General Fund Invoices must be submitted on a quarterly basis, within twenty (20) calendar days after the close of the service period being reported to the County.
- B. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

X. BUDGET REVISION PROCEDURES:

Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-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).

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.

XI. 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 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:

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.

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

**EXHIBIT B-1
AAS/CVSO CONTRACT PROGRAM BUDGET**

Contractor: Swords to Plowshares

Contract Term:

07/01/2024-06/30/2026

Service Category/Program: Mental Health and Legal Services

SECTION 1 SALARIES AND EMPLOYEE BENEFITS				
1.1 PAID STAFF List # pos., %FTE, wages	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
			CASH	IN-KIND
Director of Legal Services-\$136,500 @ 0.083451 fte/per yr	22,782	22,782	0	0
Managing Attorney-\$115,500 @ .073593 fte/per yr	17,000	17,000	0	0
Senior Paralegal-\$79,803 @.0375923 fte/per yr	6,000	6,000	0	0
Pro Bono Mgr & Staff Attorney-\$102,900 @ .102041 fte/per yr	21,000	21,000	0	0
Staff Attorney -\$94,500 @ .079365 fte/per yr	15,000	15,000	0	0
Deputy Director of Legal-\$102,900 @ .082604 fte/per yr	17,000	17,000	0	0
Staff Attorney -\$91,350 @ .103996 fte/per yr	19,000	19,000	0	0
Pro Bono Program Assistant-\$60,060 @ .049950 fte/per yr	6,000	6,000	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Subtotal:	123,782	123,782	0	0
1.2 TAXES AND BENEFITS				
FICA	9,458	9,458	0	0
SUI/SDI	1,868	1,868	0	0
LTD	0	0	0	0
Dental	0	0	0	0
Health Insurance	15,806	15,806	0	0
Workers' Comp.	522	522	0	0
Retirement	3,718	3,718	0	0
Other (Commuter Check Program)	0	0	0	0
EAP	0	0	0	0
	0	0	0	0
Subtotal:	31,372	31,372.00	0	0
1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Subtotal:	0	0	0	0
TOTAL SALARY/BENEFIT BUDGET				
(Sections 1.1, 1.2, 1.3)	155,154	155,154	0	0

SECTION 2 SERVICES AND SUPPLIES

2.1 TRAVEL AND TRAINING	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
			CASH	IN-KIND
Staff Travel: Miles x Rate	300	300	0	0
Conferences/Conventions	0	0	0	0
Staff Training -	0	0	0	0
Vol. Travel: 160 Miles x Rate .575	0	0	0	0
Subtotal:	300	300	0	0
2.2 OCCUPANCY				
Rent or Mortgage	0	0	0	0
Telephone	0	0	0	0
Utilities	0	0	0	0
Janitorial/Maintenance	0	0	0	0
General Liability Ins.	0	0	0	0
Subtotal:	0	0	0	0
2.3 OTHER BUDGET COSTS				
Supplies/Postage	0	0	0	0
Minor Equip. (Each Item Under \$5,000)	0	0	0	0
Printing/Copying/Graphics	0	0	0	0
Website Maintenance	0	0	0	0
Fiscal Agent Fee @ 8%	0	0	0	0
Membership/Dues/Subscrip.	0	0	0	0
Health Fair Fees	0	0	0	0
Directory and Advertising	0	0	0	0
Socialization	0	0	0	0
Member Grant Awards	0	0	0	0
Respite Scholarships	0	0	0	0
Counseling	0	0	0	0
Support Groups	0	0	0	0
Administrative (Indirect-10%)	15,546	15,546	0	0
Subtotal:	15,546	15,546	0	0
2.4 VEHICLE BUDGET				
Gas/Oil _____ Miles x Rate _____	0	0	0	0
Maintenance	0	0	0	0
Vehicle Insurance	0	0	0	0
Subtotal:	0	0	0	0
TOTAL SERVICES/SUPPLIES BUDGET	15,846	15,846	0	0

SECTION 3 CAPITAL EQUIPMENT

CAPITAL EQUIPMENT <i>List Items Costing \$5,000+ (Include Funding Source)</i>	TOTAL PROJECT COSTS (1)	AAA FUNDED PROJECT COSTS (2)	OTHER	
			CASH	IN-KIND
	0	0	0	0
	0	0	0	0
	0	0	0	0
TOTAL CAPITAL EQUIPMENT BUDGET	0	0	0	0

GRAND TOTAL BUDGET (Sections 1 - 3)	171,000	171,000	0	0
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SECTION 4 REVENUES					
REVENUE SOURCES:	Total	AAA	Other		Committed
	Project Funds	Project Funding	CASH	IN-KIND	Funds
Non-Match:	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
Subtotal:	0	0	0	0	0
Match:	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
Subtotal:	0	0	0	0	0
Title III/VII Client Donations:	0	0	0	0	0
MHSA Grant Funds:	171,000	171,000	0	0	0
County General Funds:	0	0	0	0	0
MEASURE A Funds:	0	0	0	0	0
GRAND TOTAL REVENUE:	171,000	171,000	0	0	0

SECTION 5 DEDUCTIVE FORMULA (Title III/VII Funded Programs Only)	
	TOTAL
1.) TOTAL PROJECT BUDGET:	171,000
2.) {LESS} COUNTY GENERAL FUNDS:	0
3.) {LESS} MEASURE A FUNDS:	0
4.) {LESS} OTHER NON-MATCH FUNDS:	0
5.) {EQUALS} MHSA GRANT FUNDING COSTS TO BE MATCHED:	171,000
6.) {LESS} MHSA GRANT MATCH FUNDS: [minimum of 10% OF LINE 4] [FCSP minimum of 25% OF LINE 4]	0
7.) {LESS} MHSA GRANT FUNDING CLIENT DONATIONS:	0
8.) {EQUALS} EARNED TITLE III/VII FUNDS:	171,000
TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8)	171,000
Balanced Budget Verification (do not print)	0 0 0 0
Budget is Balanced when the formulas on the line above calculate zeros for all four columns.	

**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: SWORDS TO PLOWSHARES VETERANS RIGHTS ORGANIZATION

PRINCIPAL: Tramecia Garner TITLE: Executive Director

SIGNATURE:  DATE: 11/8/2024

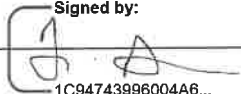
Signed by:

1C94743996004A6...

EXHIBIT E

AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

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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