



Lori Cox
Agency Director

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Oakland, California 94612
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<http://alamedasocialservices.org>

January 19, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD A CONTRACT TO BEYOND EMANCIPATION FOR AN INDEPENDENT LIVING PROGRAM; MASTER CONTRACT NO. 901944; PROCUREMENT CONTRACT NO. 21604; AMOUNT: \$4,401,616

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute a contract (Master Contract No. 901944; Procurement Contract No. 21604) with Beyond Emancipation (Principal: Vanetta Johnson; Location: Oakland) to provide Independent Living Program services to the Alameda County Social Services Agency, for the term of 4/1/21 – 3/31/24, in the amount of \$4,401,616.

DISCUSSION/SUMMARY:

Alameda County Social Services Agency's (SSA) mission is to promote the economic, social well-being of individuals, families, neighborhoods, and communities. Under the leadership of SSA's Agency Director, the Department of Children and Family Services administers the Independent Living Program (ILP) contract. The Department of Children and Family Services' mission is that all children in Alameda County have the opportunity to grow and develop in a safe, healthy, nurturing, and stable home. To reach this goal, the Department of Children and Family Services strives to ensure that all children receive the support and security that a family, an extended family, or an alternative family can provide.

ILP is designed to help Transition Age Youth (TAY) build important skills and support necessary for adulthood when transitioning out of foster care or probation. All young adults who leave foster care or probation should have the confidence, resourcefulness, and community support they need to lead their lives after system-involvement. Beyond Emancipation will provide services to individuals 14 through 20 years of age (services end the day before their 21st birthday) who are ILP eligible and current foster care or probation TAY living in Alameda County. In addition to the eligibility criteria, ILP services will also serve TAY placed out of county and from other counties

placed in Alameda. ILP services will be tailored to meet the age-appropriate developmental needs of all youth. Recommended subgroups are youth aged 14-15, 16-17, and 18-20.

SELECTION CRITERIA/PROCESS:

SSA has determined that Alameda County does not currently have the resources to provide ILP services.

SSA worked with the General Services Agency (GSA)–Procurement to develop a Request for Proposal (RFP), which was issued on October 19, 2020, posted on the website for 37 days, sent to the E-Gov Professional Services – Current Contract Opportunities mailing service, and emailed to the Chambers of Commerce e-mail group. The RFP was also advertised in the Inter-City Express on October 21, 2020, and the Oakland Tribune on October 23, 2020. A vendor outreach was conducted on October 21, 2020, followed by one networking/bidders conference on October 26, 2020, and seven vendors attended.

On November 25, 2020, two bidders submitted responses to the RFP. All responses were evaluated and interviewed by the County Selection Committee. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

Beyond Emancipation, a certified SLEB (Certified Small: 10-00206; Expiration: 10/31/21), was the highest scoring qualified vendor and is being recommended for award.

The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Evaluation Points
<i>Beyond Emancipation</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>479</i>
<i>World Conquerors Church</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>N</i>	<i>440</i>

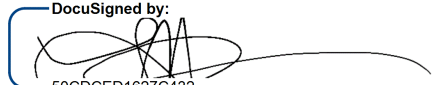
FINANCING:

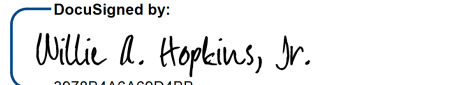
Appropriations for this contract are included in the SSA Fiscal Year 2020-2021 Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

Providing ILP services for foster youth meets the 10X goal pathway to **Eliminate Poverty and Hunger** in support of our shared vision of a **Thriving and Resilient Population**.

Respectfully submitted,

DocuSigned by:

50CDCE1627C432...
Lori A. Cox
Director, Social Services Agency

DocuSigned by:

3978B4A6A69D4BB...
Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH\PB\kh\I:\Board Letters\Purchasing\FY 2020-21\901944 ILP BL.docx

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
INDEPENDENT LIVING PROGRAM
 MC No. 901944
 April 1, 2021 – March 31, 2024

Vendor	Location	Dollar Value of Contract Award	Small and Local Participation	
			Percentage	Dollar Amount
Beyond Emancipation Principal: Vanetta Johnson Certified Small: 10-00206 Expiration: 10/31/2021	675 Hegenberger Road, Suite 100 Oakland, CA 94621	\$4,401,616	100%	\$4,401,616

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: Beyond Emancipation DEPT #: 320100

TITLE/SERVICE: Independent Living Program

DEPT. CONTACT: Mia Buckner-Preston PHONE: (510) 780-8937

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

1. Is the contractor a corporation or partnership? **(X) ()**
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? **(X) ()**
3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-3219520
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

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

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

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

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()


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

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
- 3. Will the County provide more than 20% of the contractor’s income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.”

CERTIFICATIONS:

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

DocuSigned by:

854DC47ED7CA4A7...


Contractor Signature

Vanetta Johnson

Printed Name

3/23/2021

Date

DocuSigned by:

DE9C0172C941490

Agency/Department Head/Designee Signature

Detra Dillon

Printed Name

3/23/2021

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 3/23/2021, is by and between the County of Alameda, hereinafter referred to as the “County”, and Beyond Emancipation hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Independent Living Program services which are more fully described in Exhibit A hereto (“Definition of Services”); 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 Independent Living Program Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements and Deliverables / Reports
Exhibit B	Language Access Requirements for Contractors
Exhibit C	Payment Terms
Exhibit C-1	Agency Program Budget
Exhibit D	Insurance Requirements
Exhibit E	Debarment and Suspension Certification
Exhibit F	Additional Contract Provisions Federal Provisions
Exhibit F-1	Certification Regarding Lobbying (Appendix A, 44 C.F.R. Part 18)
Exhibit G	Audit Requirements
Exhibit G-1	Diagram of the Premises
Exhibit H	The Iran Contracting Act (ICA) of 2010
Exhibit I	Space Use Requirements
Exhibit I-1	Contractor Use Areas for all Locations
Exhibit J	Client Greivance Policy

The term of this Agreement shall be from April 1, 2021 through March 31, 2024.

The compensation payable to Contractor hereunder shall not exceed Four Million Four Hundred One Thousand Six Hundred Sixteen dollars (\$4,401,616) for the term of this Agreement.

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

COUNTY OF ALAMEDA

BEYOND EMANCIPATION

By: DocuSigned by:
Detra Dillon
DE9C0172C941490...
Signature

By: DocuSigned by:
Vanetta Johnson - Executive Director Beyond Emancipation
854DC47ED7CA4A7...
Signature

Name: Detra Dillon
(Printed)

Name: Vanetta Johnson
(Printed)

Title: Procurement Administrator

Title: Executive Director

Date: 3/23/2021

Date: 3/23/2021

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

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

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Social Services Agency - Department Of Children &
Family Services
PO Box 917, Oakland, Ca 94604
Attn: Mia Buckner-Preston
(510) 780-8937, bucknm@acgov.org

To Contractor: Beyond Emancipation
675 Hegenberger Road, Suite 100
Oakland, CA 94621
Attn: Vanetta Johnson
(510) 457-1360, vjohnson@beyondemancipation.org

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

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

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

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

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor with or without cause at any time upon giving to the Contractor prior written notice, as stated in Exhibit B hereto. 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 termination and payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Independent Living Program Services shall not exceed \$4,401,616 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 has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value 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. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute 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). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB 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 the County Auditor- Controller's Office of Contract Compliance & Reporting (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 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 Section shall confer no rights on any party and shall be null and void.

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

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 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 an additional two 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

DEFINITION OF SERVICES

- 1. Contractor shall provide Independent Living Program services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901944 including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

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

Name	Title	Telephone	Email Address
Vanetta Johnson	Executive Director	510-457-1360	vjohnson@beyondemancipation.org
Lavina DeSilva	Director of Programs	510-238-8472	ldesilva@beyondemancipation.org
Julie Lakes	Director of Development	415-686-7544	jlakes@beyondemancipation.org
Ari Turrentine	Director of Finance and Administration	480-228-9945	aturrentine@beyondemancipation.org

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

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

EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

1. Contractor must demonstrate experience providing relevant services to a diverse population, including but not limited to youth who are:
 - a. Black/African American, Latin, Indigenous,
 - b. Native American, Immigrants, Commercially Sexually Exploited Children (CSEC),
 - c. Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ),
 - d. Pregnant and/or parenting youth, and youth who have developmental delays,
 - e. Mental health challenges, and
 - f. English as a non-primary language.
2. The Contractor shall be in conformance with all of the following but not limited to:
 - a. Sufficient fiscal management and administrative policies and procedures to ensure compliance with federal, state, and local reporting requirements.
 - b. Effective collaboration and partnering with child welfare agencies, probation departments and other community service providers.
 - c. Maintenance of fidelity to evidence based practices through the provision of the service modalities: recruitment, engagement and retention services; practical experience; coaching, and case management services.
 - d. Program design must match the needs, risk factors, and characteristics of the target population to promote independent living skills that includes, but are not limited to those included in the five pillars of Independent Living Program, expectations of the Family Unification Program and California Youth Connections.
 - e. Staffing levels and operating costs must accurately reflect the Contractor's needs for service delivery. The Social Services Agency (SSA) reserves the right to terminate a contract if/when Contractor materially alters staff, budgets, deliverables and outcomes any time after the contract award.
 - f. Adequate information system capacity for maintaining up-to-date Independent Living Program communications on Independent Living Program portals,

including: Independent Living Program website, social media, video conferencing.

- g. Sufficient quality assurance system to collect, analyze, and report data for the Resource Based Accountability performance measures and meet case file documentation standards.
 - h. Capacity for internal evaluation of organization that addresses staff commitment and a positive culture.
 - i. Organizational capacity for managing operations in a manner that maximizes funding while maintaining quality of services.
 - j. Office location(s) that are affordable, conveniently located and accessible to public transportation for serving participants in the geographic service regions for which they are applying, as identified in this agreement. This includes the current location referenced in Exhibit I-1, 675 Hegenberger Road, Oakland, CA 94621, and a desired, yet to be identified location in Southern Alameda County.
 - k. Collaboration and maintenance of good communication with Children and Family Services to efficiently receive and manage client referrals.
 - l. Development and maintenance of the technology and staff support to collect and analyze data to respond to the performance measures and other requested information using data systems in collaboration with, and accessible by the County.
3. Contractor shall meet the following for planned staffing, but not limited to:
- a. Recruiting, hiring and maintaining dynamic, engaging, adequate, experienced, culturally and linguistically diverse staff able to effectively serve Independent Living Program-eligible transition-age youth (TAY) during and after normal business hours and perform administrative activities;
 - b. Established procedures for continuous staff training, professional development and quality improvement that will not result in the office being unable to provide full services to clients for more than five (5) days per fiscal year;
 - c. Portion of the training budget to include a year of consulting and coaching to assist with supporting the implementation of the contract to establish the outcomes desired by the County;
 - d. Capacity to serve the number of Independent Living Program participants contracted for;

- e. Provide program offerings during times convenient to the greatest number of program participants, including after school, evenings, weekends, and school breaks;
 - f. Maintain a reasonable caseload ratio depending on levels of engagement and need; and
 - g. Ability to regularly host recruitment and outreach events.
4. Contractor must comply with the following regulations with Alameda County, but not limited to:
- a. Provide access by SSA officials to financial, program, and other records pertaining to the project(s) encompassed by this agreement.
 - b. Comply with fiscal or program monitoring/assessment recommendations by SSA.
 - c. Meet the requirements for audit of expenditures.
 - d. Maintain individual client case files, and make these files available and open for inspection by designated SSA staff.
 - e. Comply with all federal, state, and local rules, regulations, and policies, including but not limited to:
 - 1) Applicable sections of California Department of Social Services (CDSS) Manual of Policies and Procedures;
 - 2) Contract Administration Manual for CBOs, Alameda County;
 - 3) Standard contract language of CDSS and Alameda County; and,
 - 4) 41 Code of Federal Regulations (CFR) Chapter 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
5. California Health and Human Services Agency (HHS) Regulations:
- a. 45 CFR Part 16 – Department grant appeals process;
 - b. 45 CFR Part 74 – Grants administration;
 - c. 45 CFR Part 75 – Informal grant appeals procedures;

- d. 45 CFR Part 80 – Nondiscrimination under Title VI of the Civil Rights Act of 1964;
- e. 45 CFR Part 81 – Practice and procedure for hearings;
- f. 45 CFR Part 84 – Nondiscrimination on the basis of handicap; and,
- g. 45 CFR Part 95 – General administration for grant programs.

Other pertinent laws, which apply to all contracts, is contained in:

Title VII of the Civil Rights Act of 1964;
 Immigration Reform and Control Act of 1986; and,
 Americans with Disabilities Act.

- 6. Applicable Federal Cost Standards used to determine allowable costs:
 - a. Non-Profit Organizations: Office of Management and Budget (OMB) Circular A-122;
 - b. Educational Institutions: OMB Circular A-21;
 - c. State and Local Governments: OMB Circular A-87; and,
 - d. Commercial Organizations: 45 CFR Part 74, Subpart E.

7. Results-Based Accountability (RBA)

SSA has adopted the Results-Based Accountability (RBA) framework to strengthen their partnerships and improve contract performance. The RBA framework embeds performance measures, which allows SSA 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? and Is anyone better off?

		Target Goal	How to Calculate:
How Much Was Done?	Performance Measure 1. Number of enrollments	-	Unduplicated count of youth who have completed an intake
	Performance Measure 2. Number of youth engaged	150/year	Unduplicated count of engaged youth
How Well Was it Done?	Performance Measure 3. Percent of youth who complete a module	50%	$\frac{\text{\# of youth who complete the module in the month}}{\text{\# of youth who began the module}}$

	Performance Measure 4. Percent of youth attending a module who found it useful	-	$\frac{\text{\# youth who found the module useful}}{\text{\# youth who completed the module}}$
Is Anyone Better Off?	Performance Measure 5. Percent of youth who have identified a <i>supportive adult</i> other than a provider	-	$\frac{\text{\# of engaged youth who have identified a supportive adult other than a provider}}{\text{\# engaged youth}}$
	Performance Measure 6. Percent of youth who have a <i>confirmed supportive adult</i> other than a provider	-	$\frac{\text{\# of retained 17-20-year-old youth who report they have at least one supportive adult}}{\text{\# retained youth}}$
Definitions	<p><u>Enrollment:</u> A youth who has completed an intake packet</p> <p><u>Engaged youth:</u> A youth who has completed an intake packet and attended at least one activity (workshop whether at an ILP location or by distance learning, coaching session, case management session, education/employment support session, or special event, including field trip)</p> <p><u>Retained youth:</u> An engaged youth that has two or more activities in the month</p> <p><u>Complete a module:</u> << To be defined by Contractor >></p> <p><u>Supportive Adult:</u> An adult, including a relative, who can be relied upon for ongoing practical or emotional support and/or mentorship</p> <p><u>Confirmed supportive adult:</u> A Supportive Adult who has signed a pledge to be a support to the youth or attended a Child and Family Team (CFT) meeting</p>		
Reporting Timeframe & Data Collection Plan	All measures will be reported monthly in Results Scorecard.		

Contractor shall be responsible for developing a system to collect and analyze each performance measure on a monthly and/or quarterly and/or annual basis based on the reporting timeframe outlined above.

SSA may request individual client data on the services provided for evaluation and/or quality assurance purposes.

8. Implementation Plan

Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

Key activities that the Contractor shall undertake to implement the enhanced ILP include:

- a. **Alameda County SSA Partnership:** Contractor shall begin the program contract by holding a kickoff meeting with SSA to discuss and plan the program structure and implementation. Throughout the year, Contractor shall commit to meeting with SSA and maintaining open communication, including working closely with an SSA consultant and facilitating meetings with the Youth Council.
- b. **Hiring and Training an ILP Program Director:** Contractor shall work with a recruiter who is familiar with the Contractor’s organization to identify a pool of candidates, with the goal of hiring the ILP Program Director within the first quarter of the contract. The onboarding process will include orienting and training the ILP Program Director in organizational history and context, Creative Connected Resourceful Whole coaching, specific job responsibilities, and introduction to key partners. Training will be conducted by current staff, with the Director of Programs, Coaching Manager, and Education and Career Manager each taking a key role.
- c. **Securing a South County Location:** At the beginning of the contract period, Contractor shall begin seeking a satellite location that is convenient and accessible for South County participants.
- d. **Youth Council:** To form the new Youth Council, Contractor shall develop outreach materials and recruit youth beginning at the end of the first quarter. This body will meet regularly throughout the year.

The following implementation schedule outlines the ILP planning process and articulates program activities that will continue throughout the contract period:

Activity	Key Personnel	Milestone/Measurements and Timeline
Hire ILP Program Director	Human Resources, Director of Programs	Post position in January 2021 (after BOS approval). Hire April 2021 .
Kickoff meeting with Alameda County	Executive Director, ILP Management	Jointly discuss program structure, planning, and implementation in April 2021 .
Meet with ILP Consultant	Executive Director, ILP Management	Retain consultant March 2021 . Assist with contract implementation to achieve ILP outcomes through Year 1 .
Establish South County satellite location	Executive Director, ILP Management	Seek satellite location beginning October 2021 . Retain location to increase access to ILP services in South County by January 2022 .

Activity	Key Personnel	Milestone/Measurements and Timeline
Begin Youth Council recruitment and start meeting for the California Youth Connection (CYC)	Program Director, Transitions Coach/Case Manager	Develop outreach materials and recruit youth beginning May 2021 . Monthly meetings to increase youth voice and input into program services beginning August 2021 .
Update Outreach & Recruitment Plan	ILP Management	Develop plan by June 2021 . Begin implementing plan by July 2021 .
Update Intake & Orientation Forms	Intake & Outreach Coordinator	June 2021
Staff retreat - training & program planning	B:E Leadership Team, ILP Management, ILP Consultant	June 2021, and annually
Curriculum development, program design planning, and outreach strategy	Director of Programs, ILP Management, ILP Consultant	Develop annual calendar for Year 1 by July 2021 .
ILP Roadshows for SSA, Probation, Caregivers & other providers	ILP Management	Implement roadshows monthly beginning June 2021 .
Initial meeting with Youth Council and SSA	Transitions Coach/Case Manager, ILP Management	August 2021 , followed by Monthly meetings.
New youth enter program	Intake & Outreach Coordinator, Program Director	Intake & registration, assign coach/case manager, initial goal setting (Ansell-Casey, Education & Employment Plan) ongoing .
ILP programming begins for Fall Semester	ILP Management	Services include: 1:1 coaching / case management, workshops, special events & field trips, essential services, transition planning in five domains beginning July 2021 and ongoing .
ILP Orientation	ILP Management	Fall ILP Orientation in August 2021 will include Youth Council participation.
Initiate quarterly meeting with SSA / B:E management to review contract implementation	Executive Director, Director of Programs	Q1 review in September 2021, and ongoing at the end of each quarter thereafter.

Activity	Key Personnel	Milestone/Measurements and Timeline
Assessment tool approved by SSA	Impact & Learning Manager	Administer assessment in December 2021 .
ILP year-end celebration	ILP Management	December 2021
Review Fall Semester programming, adjust accordingly	Executive Director, Director of Programs, ILP Management	Analyze evaluation data, share results with Youth Council, SSA, etc. in January 2022 .
Implement Listen for Good survey for youth feedback	Impact & Learning Manager, Program Director	Seek input on survey from Youth Council by January 2022 . Administer survey in March 2022 . Youth focus groups and data analysis completed May 2022 .
ILP Programming begins for Spring Semester	ILP Management	January 2022
ILP Orientation	ILP Management, Youth Council	Winter ILP Orientation in January 2022 will include Youth Council participation.
Program completion / graduation ceremony	ILP Management, Youth Council	Annual ILP Completion/Graduation Ceremony in June 2022 will include youth exiting care and youth graduating high school.
Review Year One contract implementation	Executive Director, Program Team	Meet with SSA in August 2022 to review annual impact outcomes and seek input for programming for the new fiscal year.

Exhibit B

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

(Revised: 07/01/12)

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

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

EXHIBIT C

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County, Social Services Agency - Department of Children & Family Services.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$4,401,616. This cost includes all taxes and all other charges. This amount is subject to change pending final notification from the state regarding the Title IV-E project funding. This contract may be amended to reflect the actual funding allocation. It is the obligation of the contractor to progressively monitor required client services and related expenditures and take appropriate corrective preventive measures including the timely notification to County if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the CFS Division Director or an authorized designee will be required to alter or change the terms and conditions of this agreement.
4. **Budget Modification Procedures**

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

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

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

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

5. Invoicing Procedures

Please send all invoices and all payment questions to SSAInvoices@acgov.org . This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Deputy Finance Director Robert Woolley at (510) 268-2001.

Invoices must contain the following elements:

- a. Must be on company letterhead that includes name, address, and contact information.
- b. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
- c. Document must contain the title Invoice.
- d. The date of the invoice.
- e. A description of services.
- f. The date range for services provided.
- g. If needed, itemization of any sales tax and delivery/postage charges.
- h. The Purchase Order (PO) number provided by the County.
- i. The total amount owed.
- j. Remittance instructions/address.
- k. A cc indication at the bottom of the invoice with names of people who received courtesy copies.
- l. The CEO or Executive Director must be included in the cc.
- m. All data as required by your contract.

6. Termination Provisions

a. Termination for Cause

If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct

such sums from whatever amounts remain un-disbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

b. Termination Without Cause

County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

c. Termination by Mutual Agreement

County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

Exhibit C-1

Agency Program Budget

Beyond Emancipation						
ILP Program Contract Budget						
YEAR 1 - YEAR 3						
PERSONNEL	ILP FTE	Annual Salary	Y1 Budget	Y2 Budget	Y3 Budget	
Program Managers						
Director of Programs	0.3	\$90,000	\$ 27,000	\$ 27,810	\$ 27,810	
ILP Program Director	1	\$85,000	\$ 85,000	\$ 87,550	\$ 87,550	
ILP Assistant Program Manager (Program focused)	1	\$59,400	\$ 59,400	\$ 61,182	\$ 61,182	
ILP Assistant Program Manager (Coaching / Case mgmt)	1	\$58,317	\$ 58,317	\$ 60,067	\$ 60,067	
Education and Career Manager	0.5	\$65,000	\$ 32,500	\$ 33,475	\$ 33,475	
Housing and Coaching Manager	0.3	\$75,382	\$ 22,615	\$ 23,293	\$ 23,293	
Program Staff						
Education Coordinator	1	\$51,000	\$ 51,000	\$ 52,530	\$ 52,530	
Program Instructor and Case Manager	0.8	\$56,180	\$ 44,944	\$ 46,292	\$ 46,292	
Administrative and Communications Associate	1	\$54,160	\$ 54,160	\$ 55,785	\$ 55,785	
Sr. Education and Career Coordinator	1	\$54,076	\$ 54,076	\$ 55,698	\$ 55,698	
Family Unification Program Coordinator	1	\$51,940	\$ 51,940	\$ 53,498	\$ 53,498	
ILP Coach/Case Manager	3	\$51,000	\$ 153,000	\$ 157,590	\$ 157,590	
Transitions Coach/Case Manager	1	\$53,000	\$ 53,000	\$ 54,590	\$ 54,590	
Receptionist	0.6	\$37,440	\$ 22,464	\$ 23,138	\$ 23,138	
Intake and Outreach Coordinator	0.8	\$54,662	\$ 43,730	\$ 45,041	\$ 45,041	
<i>Total Salaries</i>			\$ 813,145	\$ 837,540	\$ 837,540	
Fringe benefits @ 26.3% of salaries			\$ 213,857	\$ 220,273	\$ 220,273	
Total Personnel costs			\$ 1,027,002	\$ 1,057,812	\$ 1,057,812	
PROGRAM EXPENSES			Y1 Budget	Y2 Budget	Y3 Budget	
Development and training			\$ 9,000	\$ 9,000	\$ 9,000	
Americorps Volunteer			\$ 15,000	\$ 15,000	\$ 15,000	
Program Consultants			\$ 25,000	\$ 20,000	\$ 15,000	
Direct Assistance to clients			\$ 35,200	\$ 35,200	\$ 35,200	
Youth events and recognition			\$ 20,956	\$ 20,956	\$ 20,956	
Space rental for events			\$ 1,000	\$ 1,000	\$ 1,000	
Program materials and supplies			\$ 7,000	\$ 7,000	\$ 7,000	
Telecommunications			\$ 4,400	\$ 4,400	\$ 4,400	
Office expenses			\$ 3,202	\$ 3,202	\$ 3,202	
Travel and transportation			\$ 3,995	\$ 3,995	\$ 3,995	
Data and Evaluation Allocation			\$ 54,904	\$ 56,904	\$ 56,904	
Facilities and IT Allocation			\$ 47,631	\$ 54,631	\$ 54,631	
Total Program Expenses			\$ 227,288	\$ 231,288	\$ 226,288	
Indirect cost @ 15%			\$ 188,144	\$ 193,365	\$ 192,615	
Total Program Cost			\$ 1,442,434	\$ 1,482,466	\$ 1,476,716	

Exhibit D
Insurance Requirements
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<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, Personal Automobile Liability, Workers' Compensation and Employers Liability, will be endorsed to name as additional insured: <u>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</u> 2. DURATION OF COVERAGE: All required insurance will be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis will be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies will be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor will not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance will be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County will not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies will be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies will be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor will include all subcontractors as an insured (covered party) under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance will be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance will be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor will provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: Contracts Office 2000 San Pablo Ave., 4th Floor, Oakland, CA 94612 	

EXHIBIT E

**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.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Beyond Emancipation

PRINCIPAL: Vanetta Johnson TITLE: Executive Director

SIGNATURE:  DATE: 3/23/2021

EXHIBIT - F

ADDITIONAL CONTRACT PROVISIONS FEDERAL PROVISIONS

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving 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, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

(C) **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(E) Clean Air Act and the Federal Water Pollution Control Act. The following provisions apply for all contracts in excess of \$150,000:

(1) Clean Air Act (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act (33 U.S.C. 1251–1387).

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(F) Debarment and Suspension. In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

(G) Conflict of Interest. By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

(H) Byrd Anti-Lobbying Amendment. For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that

it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

(I) Procurement of recovered materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- b. Meeting Contract performance requirements; or
- c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(J) Access to Records.

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(K) Changes. The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

(L) Seal, Logo, And Flags. The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA or specified agency pre-approval.

(M) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(N) No Obligation of Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

(O) Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

(P) Local Preferences: To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

(Q) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(R) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based

products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(S) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(1) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

II. Construction and Repair Work. The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

(1) Davis-Bacon Act

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

(2) Copeland “Anti-Kickback” Act

a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

EXHIBIT F - 1
Certification for Contracts, Grants, Loans, and Cooperative Agreements
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. 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 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Contractor, Beyond Emancipation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Vanetta Johnson - Executive Director Beyond Emancipation
854DC47ED7CA4A7...

3/23/2021

Signature of Contractor's Authorized Official

Date

Vanetta Johnson

Name

Executive Director

Title

EXHIBIT G

AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

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

B. For Audits other than Single Audits

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

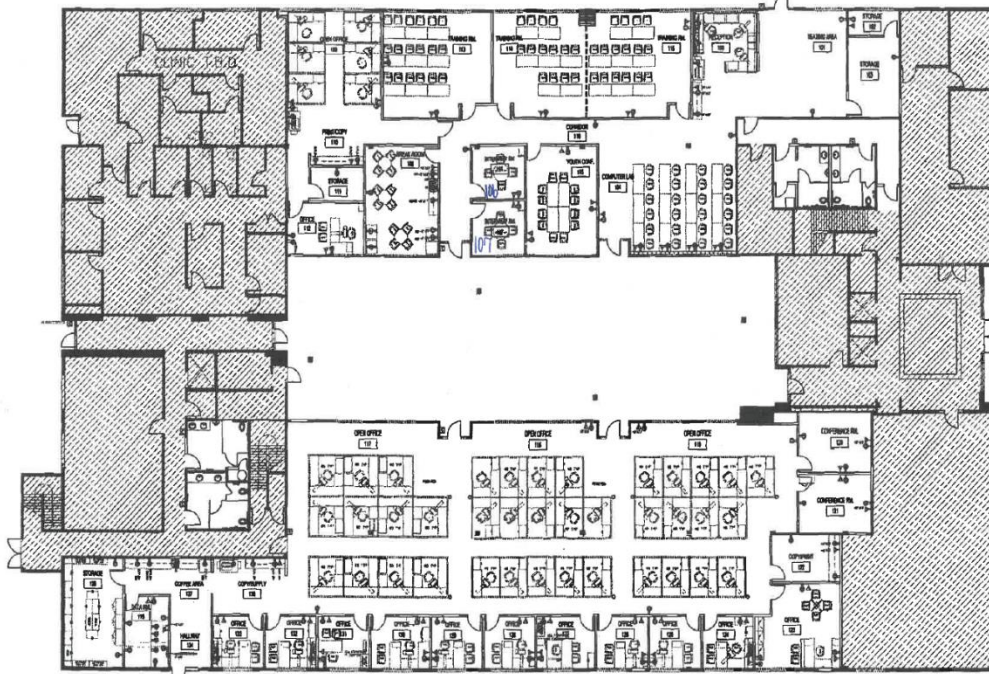
III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT G-1 DIAGRAM OF THE PREMISES



415 North Street
 Oakland, CA 94612
 Tel. (415) 381-8100
 Fax (415) 381-8103



**ALAMEDA COUNTY INDEPENDENT
 LIVING SKILLS PROGRAM**
 855 HICKAMBERG ROAD
 OAKLAND, CALIFORNIA 94612

PROJECT NO. 1103000
 DATE 11/13/00
 DRAWING NO. 1103000-01

POWER AND SIGNAL PLAN
 A3

POWER AND SIGNAL PLAN LEGEND			POWER AND SIGNAL PLAN GENERAL NOTES	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	
-	WALL MOUNTED TELEPHONE JACK RECEPTACLE	□	WALL MOUNTED SWITCH	1. GROUNDING ALL ELECTRICAL AND SIGNALING EQUIPMENT SHALL BE GROUNDED TO THE MAIN ELECTRICAL PANEL AND TO THE BUILDING STRUCTURE. ALL ELECTRICAL AND SIGNALING EQUIPMENT SHALL BE GROUNDED TO THE MAIN ELECTRICAL PANEL AND TO THE BUILDING STRUCTURE. ALL ELECTRICAL AND SIGNALING EQUIPMENT SHALL BE GROUNDED TO THE MAIN ELECTRICAL PANEL AND TO THE BUILDING STRUCTURE.
-	WALL MOUNTED ELECTRICAL RECEPTACLE	□	CARD MOUNTED	
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□	ELECTRICAL CONTROL PANEL	
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□		
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□		
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□		2. CONDUIT ALL CONDUIT SHALL BE INSTALLED TO CLIMB FROM CEILING OF WALL, WITH AN ANGLE OF 45 DEGREES TO HORIZONTAL. ALL CONDUIT SHALL BE INSTALLED TO CLIMB FROM CEILING OF WALL, WITH AN ANGLE OF 45 DEGREES TO HORIZONTAL. ALL CONDUIT SHALL BE INSTALLED TO CLIMB FROM CEILING OF WALL, WITH AN ANGLE OF 45 DEGREES TO HORIZONTAL.
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□		
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□		
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□		
-	WALL MOUNTED ELECTRICAL SWITCH FOR FIRE ALARM SYSTEM	□		

EXHIBIT H

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: Beyond Emancipation

PRINCIPAL: Vanetta Johnson TITLE: Executive Director

SIGNATURE:  DATE: 3/23/2021

EXHIBIT I

SPACE USE REQUIREMENTS

I. County Spaces

- A. The services to be provided under this Agreement shall be performed at the following location(s):

Beyond Emancipation
675 Hegenberger Road, Suite 100
Oakland, CA 94621

- B. The following areas have been identified for use by Contractor as follows:

1. Offices: 125, 126, 127, 128, and 129
2. Cubicles: 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1045, 1046, 1047, 1048, 1049, 1050
3. Storage space: 103

Conference room access by Contractor requires prior written approval from Alameda County Department of Children and Family Services.

A diagram of the Premises is attached. See Exhibit G-1, Office Space, 675 Hegenberger.

The locations at which the services shall be provided shall be termed the **County Spaces**. Contractor's performance of this Agreement in the County Spaces, use of County equipment and use of its own equipment shall be in accordance with the terms and conditions in Section II below.

II. County Facilities and Equipment Terms and Conditions

- A. County Spaces:

1. County shall make portions of the County Spaces available for Contractor's use for the performance of the terms of this Agreement, as delineated in Exhibit G-1 ("the Contractor Use Areas"). By making the Contractor Use Areas available for Contractor's use, the County conveys to Contractor no property rights or right to possession; however, Contractor may presume that County will not allow other contractors to make use of the Contractor Use Areas during the Term of this Agreement, and may keep Supplement Furniture and equipment, including computer equipment, in the Contractor Use Area overnight. Contractor's use of the County Spaces other than the Contractor Use Areas is prohibited except to the extent necessary for ingress and egress, or where approved in writing by the County. Bathroom, shared kitchen and conference room facilities located outside of the Contractor Use Areas available for use by Contractor, if any, shall be marked on Exhibit G-1, and are subject to any further restrictions contained

therein. Contractor shall be prohibited from using other bathroom, shared kitchen and conference room facilities in the County Spaces not delineated for its use on Exhibit G-1, except where permitted by the County.

2. Contractor shall maintain the Contractor Use Areas in a neat and tidy manner in conformance with applicable laws, ordinances, codes and regulations, including but not limited to the California Occupational Safety and Health Act, and with any rules or regulations adopted by the County for management of the County Spaces. Contractor shall refrain from creating any hazards or potential hazards in the Contractor Use Areas. Contractor shall be responsible for ensuring existing and future Americans with Disabilities Act (“ADA”) features of the Contractor Use Areas are not obstructed or damaged, and shall promptly report any damage or obstruction to the County in accordance with the procedures provided in Section 13. Notices of the Agreement.
 3. At the earlier of the expiration or termination of this Agreement, Contractor shall vacate the Contractor Use Areas, and remove all of Contractor’s Supplemental Furniture and equipment, including computer hardware.
- B. Security: The County maintains the security of the County Spaces, but does not provide a guarantee of safety. Contractor shall be responsible for the safety of its employees, and the members of the public to whom its staff is providing the services called for in this Agreement in the Contractor Use Areas. Contractor acknowledges and understands that the County Spaces are shared with County employees, agents and volunteers, and serves the general public. Contractor shall promptly raise any safety concerns with the County. Contractor shall develop security protocols for its employees consistent with the understood and acknowledged use of the County Spaces and the County’s rules and regulations for the County Spaces, and shall train its employees on that security protocol. Contractor may take such additional security measures beyond those put in place by the County so long as those security measures do not interfere with use of the County Spaces by the County, its agents, volunteers and invitees, upon notice to and approval from the County, which shall not unreasonably be withheld. County shall not be responsible for Contractor’s cost of additional security measures.
- C. Signage: No signs may be posted in the County Spaces outside of the Contractor Use Areas without the written approval of the County.
- D. Furniture, Fixtures and Equipment
1. Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement. Contractor shall not use or store its own property (including equipment, instruments and supplies) at the County Spaces, except to the extent Contractor’s property is reasonable and necessary for the performance of the services called for in this Agreement.

2. The Contractor Use Areas are equipped with basic furnishings, fixtures and equipment including cubicles, desks, chairs, file cabinets, lighting, cabling and shelves. Contractor may make use of the Furniture in the performance of the services called for in this Agreement. County shall be responsible for the maintenance, upkeep, repair and replacement of the Furniture. County shall inspect the Furniture at least once annually, or more frequently as may be called for by manufacturer recommendation or applicable regulations. Contractor shall be responsible to report to County immediately upon discovering any damage to any Furniture or that any Furniture, is in need of maintenance, repair or replacement, in accordance with the procedure described in Section 13. Notices of the Agreement. After providing said notice to the County, Contractor shall cease using said Furniture, until receiving further direction from the County. Contractor shall defend and indemnify County, its Board of Supervisors, officers, employees, agents and volunteers to the fullest extent permissible by law for any and all claims arising out of or pertaining to Contractor's actual or constructive knowledge of any Furniture in need of maintenance, repair or replacement, or that is otherwise damaged for which Contractor either did not provide County with immediate notice as required by this paragraph, and/or Contractor continuing use of Furniture that Contractor continued to use despite having actual or constructive knowledge of its damage or its need for repair, maintenance or replacement.
3. Contractor may supplement the Furniture ("Supplemental Furniture") to the extent necessary for the performance of the services called for in this Agreement upon prior written approval of the County. The Supplemental Furniture may only be kept or installed in the Contractor Use Areas and not in the County Spaces outside of the Contractor Use Areas. Contractor shall be solely liable for maintenance, repair and upkeep of any Supplemental Furniture it brings into the Contractor Use Areas, and for the removal of the Supplemental Furniture at the sooner of the end of the Term or termination of this Agreement. Notwithstanding the approval called for in this paragraph, Contractor shall hold County harmless and shall defend and indemnify the County to the fullest extent permitted by law concerning any claims arising out of or pertaining to the Supplemental Furniture.
4. The Furniture may not meet the particular needs of Contractor's employee(s) to which said employee(s) is/are entitled to reasonable accommodation under the ADA. It shall be Contractor's responsibility to procure and maintain Supplemental Furniture for this purpose, the approval of which shall be in writing and will not unreasonably be withheld by County.

EXHIBIT I-1

CONTRACTOR USE AREAS FOR ALL LOCATIONS

While the pages to follow in this exhibit display the details of space use, the following explains the specifics in each of the following categories:

- 1) Contractor's Exclusive-Use Space
- 2) Shared Space
- 3) County Controlled

1) Contractor Exclusive-Use Space

Contractor will control their exclusive use areas with the exception of County's wanting to reserve the room by doing the following:

Conference rooms are open for use by Contractor and their partners who are providing required contracted services (e.g. job fairs, trainings). Meeting reservations should be sent to the Contractor's Program Manager or designee:

At minimum, the request should contain:

Meeting Organizer Name:

Meeting Title:

Date:

Time:

Number of Attendees:

Special Requirements: (i.e., table configuration, A/V support, additional chairs)

Meeting Participants: All meeting participants are asked to return the room back to its original condition after use. Meeting participants will:

- a. Clean up after each meeting. Throw away any trash and align chairs to walls and tables.
- b. Turn off lights and equipment.
- c. End all meetings on time so the next scheduled meeting can start promptly.
- d. Wipe-down/erase white boards

2) Shared Space

Shared Space applies to common areas in the Eden building such as restrooms and breakrooms.

3) Contractor's use of County's Controlled Space

County Controlled Conference Rooms

Conference rooms are open for use by Contractor and their partners who are providing required contracted services (e.g. job fairs, trainings).

Meeting Reservations

Meeting reservations should be sent to the Site Coordinator or designee:

At minimum, the request should contain:

Meeting Organizer Name:

Meeting Title:

Date:

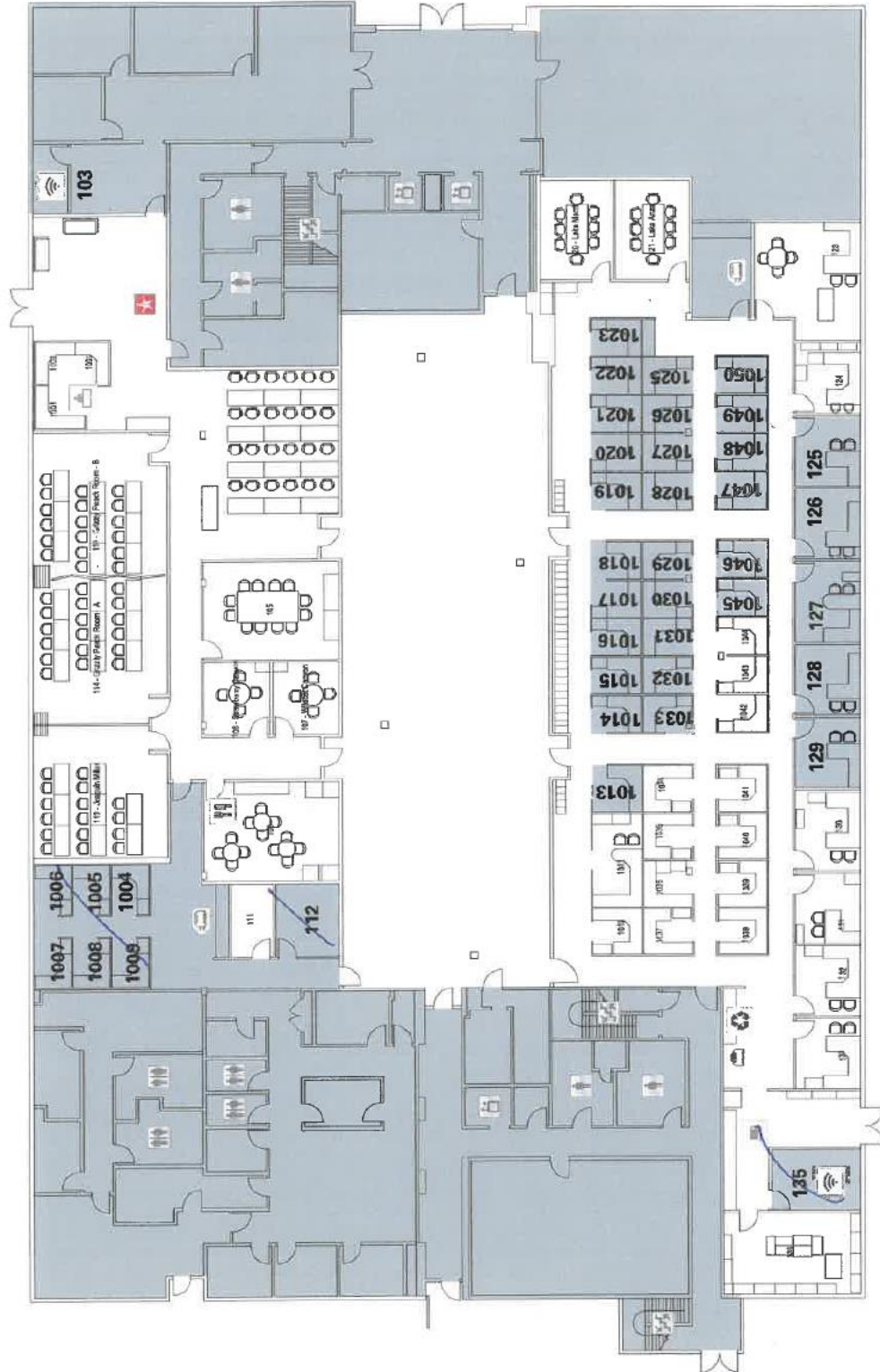
Time:

Number of Attendees:

Special Requirements: (i.e., table configuration, A/V support, additional chairs)

Meeting Participants: All meeting participants are asked to return the room back to its original condition after use. Meeting participants will:

- a. Clean up after each meeting. Throw away any trash and align chairs to walls and tables.
- b. Turn off lights and equipment.
- c. End all meetings on time so the next scheduled meeting can start promptly.
- d. Wipe-down/erase white boards.



OfficeSpace
675 Hegenberger
25 October 2016

Exhibit J

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of (_____)
INSERT NAME OF

CONTRACTOR

staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

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

(_____)'s Executive Director or designee.

INSERT NAME OF CONTRACTOR

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

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

Alameda County Social Services Agency
Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612-1307
Email: ContractsCustomer@acgov.org

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me. I understand that by signing below, I hereby

authorize (_____) to release all my information

INSERT NAME OF THE CONTRACTOR

pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (printed)

Client's Signature

Date

POLITICA PARA QUEJAS DE CLIENTES
QUÉ HACER SI USTED TIENE UNA QUEJA

Si tiene una queja acerca del desempeño del personal de (_____)
INSERTAR NOMBRE DEL

CONTRATISTA

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

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.

2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de (_____) o su representante, o

INSERTAR NOMBRE DEL CONTRATISTA

enviarle la queja por escrito (la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.

3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

Agencia de Servicios Sociales del Condado de Alameda
Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612-1307
Correo electrónico: ContractsCustomer@acgov.org

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a (_____) a que divulgue a la Agencia de Servicios

INSERTAR NOMBRE DEL CONTRATISTA

Sociales del Condado de Alameda toda mi información en relación con mi queja.

Nombre del cliente (en letra de imprenta)

Firma del cliente

Fecha