



Lori A. Cox  
Agency Director

Thomas L. Berkley Square  
2000 San Pablo Avenue, Fourth Floor  
Oakland, California 94612  
510-271-9100 / Fax: 510-271-9108  
[ssadirector@acgov.org](mailto:ssadirector@acgov.org)  
<http://alamedasocialservices.org>

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October 16, 2012

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** Approval to Sole Source a New CBO Master Contract with Youth Radio to Provide Case Management, Health And Education-Related Services To Probation And Foster Youth.

**RECOMMENDATION:**

1. Waive the competitive bid requirements and approve the sole-sourcing of a new service agreement with Youth Radio for the delivery of educational and supportive services to probation and foster youth.
2. Approve and authorize a new CBO Master Contract (M #901055, Procurement #8370) and related Exhibits, with Youth Radio, (Principal: Ellin O'Leary; Location: Oakland, CA), in the amount of \$1,297,446 for FY 2012-2013 retroactive from July 1, 2012 through June 30, 2013, with authority to renew for an additional one-year term of \$1,297,446 for the period of July 1, 2013 through June 30, 2014 to provide educational services, case management, and health-related supportive services to probation and foster youth.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve and authorize the sole sourcing of new CBO Master Contract and related Exhibits with Youth Radio retroactive to July 1, 2012 due to planned project implementation costs already incurred by Youth Radio. Youth Radio will provide educational services, case management, and health-related supportive services to approximately 420 probation and foster youth between the ages of 14 and 19 years. The case management services include assessment, referral, brief intervention, and group work. Daily food access, emergency food bags, and referrals to local food banks make up the health-related supportive services component. The educational services consist of homework help, test preparation for the SAT, GED, ACT, and/or CAHSEE, literacy testing, assessment, and education, and post-secondary matriculation. This program may be extended for FY 2013 – 2014 depending upon performance outcomes and funding availability.

**SELECTION CRITERIA/PROCESS:**

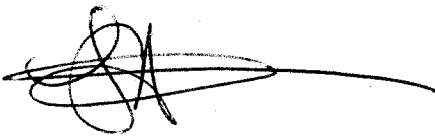
*SSA is recommending the sole-sourcing of this new service contract with Youth Radio to provide enhanced social services as part of the unique communications, multi-media and technology education that is afforded to over 400 Alameda County youth annually. Created over 20 years ago and now operating out of its own training and production facility in downtown Oakland, Youth Radio provides youth produced radio, television and internet products for local community, regional and national broadcasting and media operations. Youth Radio's core youth range from 14 to 24 years of age including the 14 to 19 years youth that SSA's recommended award will target. Approximately 97% of the youth who participate in Youth Radio programs graduate from high school, and nearly 75% of those youth enroll in post-secondary education. SSA's funding will provide further enhancement to opportunities provided by Youth Radio to probation and foster youth who struggle with issues related to health, education, and employable skills. This program assists the Title IV-E Waiver goal of enhancing the supportive services available to transition-age youth.*

*The Office of Contracts Compliance has issued Waiver #F450 of SLEB criteria due to the utilization of federal funds for this service award.*

**FINANCING:**

The requested contract amount of \$1,297,446 for the retroactive period of July 1, 2012 through June 30, 2013, with an additional \$1,297,446 for FY 2013-2014 will be funded with federal and state Title IV-E Waiver reinvestment revenue. No net county cost will result from your approval of this contract.

Sincerely,



Lori A. Cox  
Agency Director

ATT: One set of five (5) CBO Master Contract and Exhibit documents for Board President signature.

c: County Auditors Office  
County Administrator's Office  
County Counsel

**COMMUNITY BASED ORGANIZATION MASTER CONTRACT**

THIS CONTRACT, made and entered into on this First day of July, 2012 by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **YOUTH RADIO**, doing business at **1701 Broadway, Oakland, CA 94612** hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D(s); and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the 1<sup>st</sup> Day of July, 2012 and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements -- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the Agreement will be disallowed under audit by the County.

## Alameda County CBO Master Contract

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Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses or Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Records:** Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, canceled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

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County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. **Audits:** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

8. **Indemnification:** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

9. **Subcontracting:** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

10. **Independent Contractor Status:** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

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

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

12. **Termination Provisions:** *Termination for Cause* --If County determines that Contractor has failed,

## Alameda County CBO Master Contract

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 undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

*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.

*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.

13. **Compliance with Laws:** 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 or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

14. **Accident Reporting:** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, 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 subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of the County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

15. **Personal Property:** Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

16. **Non-Discrimination:** Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

17. **Governing Board Limitations; Conflict of Interest:** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

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If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator. No administrative employee, officer or director of Contractor may do any of the following *without first having given advanced written notice to the County Agency Director/Chief Administrator*:

Receive funds from County other than those funds provided pursuant to the Agreement;  
Simultaneously serve as an employee, officer or director of another community based organization;  
Simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, *without having given advanced written notice to County Agency Director/Chief Administrator of its intention*, do any of the following:

Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;

Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or

Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, *without having first disclosed the same to the board and the County Agency Director/Chief Administrator*, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for cause under the provisions of paragraph 12.

**18. 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 Section 812, including 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 Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

**19. Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

Alameda County CBO Master Contract

**This Agreement can be amended only by written agreement of the parties hereto.**

20. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act on behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

**Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

**CONTRACTOR:** Youth Radio  
1701 Broadway,  
Oakland, CA 94612

**COUNTY:** Contracts Office  
**Alameda County Social Services Agency**  
Thomas L. Berkley Square  
2000 San Pablo Avenue, 4<sup>th</sup> Floor  
Oakland, Ca 94612

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

**COUNTY OF ALAMEDA**

By \_\_\_\_\_  
Nate Miley  
President Alameda County Board of Supervisors

**CONTRACTOR**

Youth Radio  
Contractor Name  
1701 Broadway  
Street Address  
Oakland, CA 94612  
City, State, Zip Code

By [Signature]  
Authorized Signature of Contractor  
President CCO  
Title

**Approved as to form:**

Federal ID No 94-3180825

\_\_\_\_\_, County Counsel

By \_\_\_\_\_  
Deputy County Counsel

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

By [Signature]  
Print Name Carly Jane



**COMMUNITY BASED ORGANIZATION  
Master Contract Exhibit A and B Coversheet**

Dept Name: SSA - Children & Family Services Vendor ID #: 67597 Board PO #: \_\_\_\_\_  
 Bus Unit: SOCSA Master Contract #: 901055 Procurement Contract #: 8370 Budget Year: 2013

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320100	36999			\$1,297,446.00	\$1,297,446.00

Justification if partial encumbrance or liquidation requested: \_\_\_\_\_

Federal Funds Waiver #: F450  
 Procurement Contract Begin Date: July 1, 2012 Contract Maximum: \$1,297,446.00  
 Period of Funding: From: July 1, 2012 Expire Date: June 30, 2013  
 Department Contact: Krystal Fortner, Program Liaison Telephone: 510-667-7606 To: June 30, 2013  
Ramil Rivera, Contract Liaison Telephone: 510-271-9165 QIC Code: 23401  
 Contractor / Contract-Project Name: Youth Radio QIC Code: 20203  
 Contractor Address: 1701 Broadway BOS Dist. #: 5  
Oakland, CA. 94612 Federal Tax ID: 94-3180825  
 Remittance Address: (Same as above) Location #: 3

Contractor Telephone: 510-251-1104 x344 Fax #: 510-899-8769 E-mail(Signatory): ellin@youthradio.org  
 Contractor Contact Person: Tuere Anderson E-mail(Contact): tuere@youthradio.org  
 Contract Service Category: Training program for foster and probationary youth  
 Estimated Units of Service: See Exhibit A

Maximum Single Payment & Exceptions: Payment based on SSA-approved monthly invoices/service units/rates

Method of Reimbursement (Invoicing Procedures): Monthly invoice/report submitted to CFS Liaison for payment approval

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$1,297,446.00				
Exhibit #					
Amount of Encumbrance	\$1,297,446.00				
File Date					
File / Item #					
Reason	Board Action				

Funding Source Allocation:	Federal / CFDA # (93-658)	State	County
	\$648,723.00	\$648,723.00	

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

**DEPARTMENT**  
 By \_\_\_\_\_  
 Signature  
Lori A. Cox  
 Print or Type Name  
 Title: Social Services Agency Director  
 Date: \_\_\_\_\_

**CONTRACTOR**  
 By [Signature]  
 Signature  
Ellin O'Leary  
 Print or Type Name  
 Title: President/CCO Date: 8/31/12  
 By [Signature]  
 Signature  
Tuere Anderson  
 Print or Type Name  
 Title: Director of Health Services Date: 11/1/12

# EPLS

Excluded Parties List System

**Search Results Excluded By**  
**Firm, Entity, or Vessel : Youth Radio**  
**Firm, Entity, or Vessel : Youth Radio, Inc**  
**Individual : Ellin O'Leary**  
**Individual : Ellin Oleary**  
**Individual : Tuere Anderson**  
**as of 25-Oct-2012 5:07 PM EDT**

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**Your search returned no results.**

# EXHIBIT A

## COMMUNITY BASED ORGANIZATION MASTER CONTRACT

### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Youth Radio  
Contracting Department: Department of Children and Family Services  
Contract Period: July 1, 2012 to June 30, 2013  
Master Contract Number: 901055  
Procurement Number: 8370  
Purchase Order Number: \_\_\_\_\_

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**1. CONTRACTED SERVICES:**

To provide job training, case management, academic advising and tutoring, and healthy food service to approximately 420 youth aged 14-19 years who are referred to the program via Alameda County Department of Children and Family Services, the Juvenile Probation Department, other community organizations and word-of-mouth referrals.

**2. PROGRAM NAME:** Youth Radio

**3. PROGRAM OBJECTIVES:**

- A. To serve up to 420 youth per year aged 14-19 years in Youth Radio's service program.
- B. That 85% of youth served will achieve proficiency in at least 3 or more technical and professional skills used in digital media production within 6 months of program engagement.
- C. To provide 175 paid jobs to program participants aged 14-19 years.
- D. 85% of youth will report increased wellness as a function of their participation in Youth Radio services.

**4. PROGRAM DESCRIPTION**

The support services offered at Youth Radio (YR) will provide the scaffolding for all young people who engage in the organization's media education and training programs.

Youth Radio's support services encompass:

- Case management;
- Academic advising; and
- Healthy food service provision.

YR provides free digital media skills training, in-house employment opportunities and workforce development programming to youths.

Youth aged 14-18 years must reapply for on-the-job training every quarter in order to: 1) diversify their employment experience and maintain the ability to rotate through departments and programs; and 2) ensure continual skill building in job-seeking and

retention efforts. Youth Radio's on-the-job training has a successive skill development trajectory that builds upon the previous session. Youth aged 18-19 are employed in senior-level internships and must reapply every six months. Mid-way through and at the end of every employment session, YR administers a performance evaluation to each participant to assess areas of strength and those needing improvement, and to develop each youth's career readiness.

Youth Radio's support services undergird all of the media education and training, employment development and workforce readiness programs at the organization. Over the course of their employment, youth interns receive adult mentorship, ongoing academic advising and case management services. YR posits that young people will have more success in Youth Radio programming, in school and in outside employment opportunities if they are provided holistic support to increase resilience and foster healthy youth development.

The goal of the support services YR offers is to move young people through Foundational Support Services in order to prepare them to navigate and access other systems as they transition out of the organization's doors and into adulthood. Youth may enter at any point and support services staff will work with them to provide services to move them to Foundational Support Services. Additionally, the services are additive: all youth receive Foundational Support Services, while those needing Intensive Support Services will receive that level of intervention in addition to Intermediate and Foundational Support Services. YR offers graduated levels of support services based upon the youth's needs and circumstances.

## **5. REQUIREMENTS:**

### **A. Enrollment**

Young people may enter Youth Radio's programming through various sources including:

- Targeted recruitment at schools and community organizations
- Word of mouth from current or past participants
- Service providers
- DCFS or Probation
- Community education presentations

Any interested/referred youth must complete an application, which is reviewed by staff in the Media Education Department of YR. Select applicants will move on to the in-person interview process. Based on the interviews, youths are chosen to participate in the on-site cohort. YR will serve 300 youth each year at the Oakland headquarters. Programs are offered on a quarterly basis. YR will serve an additional 120 youth through outside community education, who often will move into the onsite services.

The program application will act as the first level of the intake process. Once youth are in the program, Youth Radio's case managers and academic advisors will administer assessments to determine the required level of service for each participant. Case management and academic advisor assignments are based upon the assessments

as well as the youth's needs. Case managers (CM) and academic advisors (AA) will work closely together to support youth goal attainment and program retention.

**B. Media training/On-The-Job Training**

Youth Radio will offer intensive training in journalism, digital media and technology to the participating youths. Classes will take place quarterly and will include:

- CORE – A 10-week introductory media training that will focus on journalism, music and video production, graphic design and media literacy;
- BRIDGE – A 10-week advanced media training that will enable the youths to “major” in a skill they surveyed in Core.

Additionally, YR will offer MATCH (Media Advocates Transforming Community Health) which is a 6-month intensive media training offered to Oakland youth who are on probation.

YR will provide three-month paid internships and six-month paid Project Associate positions to participants who have completed both CORE and BRIDGE, or MATCH. Both interns and Project Associates will work with YR staff in one of Youth Radio's departments – health, education, production, or technology – and gain valuable hands-on experience that allows them to develop the skills they have learned from their training.

**C. Case Management**

YR will provide comprehensive support to youth participants to help them manage their daily challenges in various areas of their lives. If needed, case managers will assist youth in applying for entitlement programs, such as CalFRESH, Medi-CAL, General Assistance, or SSI. Youth are also connected to external food resources and support through case management. All support services are youth-driven and tailored to meet each youth's unique needs, strengths and circumstances. Support services are provided to youth through all levels of the YR program continuum.

**CASE MANAGEMENT**

Service	Number Served	Intervention Dosage
Foundational (Assessment/Referral)	300	<ul style="list-style-type: none"> <li>• Stress test</li> <li>• Assessment tool</li> </ul>
Foundational (Referral)* (*youth served in outside media education programs)	120	<ul style="list-style-type: none"> <li>• Referral based upon observed/stated need</li> </ul>
Intermediate	180	<ul style="list-style-type: none"> <li>• Individual Wellness Plan (IWP) development</li> <li>• Meeting &lt;1x/week with CM</li> </ul>
Intensive	75	<ul style="list-style-type: none"> <li>• Crisis intervention</li> <li>• IWP development</li> <li>• Meeting &gt;1x/week with CM</li> </ul>
Group Work	50	<ul style="list-style-type: none"> <li>• Weekly meetings in up to four different support groups per week</li> </ul>

**D. Academic Advising**

YR will provide individualized academic support to all participants and interns to prepare them for the G.E.D., high school graduation, higher education and/or employment opportunities. Participants will work with YR staff to set short and long-term achievable goals. YR will assist each participant to create a professional resume and complete a series of professional skills workshops, which will include interview tips. AA and CMs will work closely to support educational achievement, high school graduation and post-secondary matriculation.

**ACADEMIC ADVISING**

Service	Number Served	Intervention Dosage
Homework Help	300	<ul style="list-style-type: none"> <li>• In-house homework assistance</li> <li>• Meeting with Academic Advisor</li> </ul>
Test Prep (CAHSEE, GED, SAT, ACT)	300	<ul style="list-style-type: none"> <li>• Referrals to fee waivers and training</li> <li>• In-house test prep classes and study time</li> </ul>
Literacy training/remediation	150	<ul style="list-style-type: none"> <li>• Literacy assessment</li> <li>• Individual Academic Plan development</li> <li>• Meeting with literacy specialist 1x/week</li> <li>• Meeting with Academic Advisor</li> </ul>
Post-secondary matriculation	300	<ul style="list-style-type: none"> <li>• Liaison with colleges</li> <li>• Individual Academic Plan development</li> <li>• Meeting with Academic Advisor at least 1x/week</li> </ul>

**E. Healthy Food**

YR will ensure that healthy food linkages are made for all youth served by the organization. This includes daily snacks and meals, access to external food resources and emergency food bags. Youth Radio's healthy food service provision will offer all youth daily access to healthy snacks and a full dinner on Friday nights during regular program hours.

**HEALTHY FOOD**

Service	Number Served	Intervention Dosage
Daily food access	300	<ul style="list-style-type: none"> <li>• Daily snacks (M-F)</li> <li>• Friday night dinner</li> </ul>
Food Access* (*snacks served for outside media education classes as appropriate)	120	<ul style="list-style-type: none"> <li>• Snacks provided as appropriate for education site</li> </ul>
Referral**(includes referrals for outside media education classes)	357	<ul style="list-style-type: none"> <li>• Referral based upon observed/stated need</li> </ul>
Emergency Food Bags	75	<ul style="list-style-type: none"> <li>• Referral to food banks</li> <li>• Link with CM for follow-up meeting</li> </ul>

6. **Hours/Days of Operation:** Monday through Thursday, 9:00am to 7:00pm, Friday 9:00am to 9:00pm. (See Attachment E for Office Closure Dates)
  
7. **REPORTING REQUIREMENTS:**

Youth Radio shall submit a monthly report along with the monthly invoice that includes: (See Attachment D for sample report template)

  - The full name of each youth in the program,
  - Whether the youth is from foster care or probation,
  - The number of hours the youth participated in the program each week,
  - A summary of activities in which each youth participated,
  - School supports that were initiated/utilized.
  
8. **Evaluation Requirements:**

The SSA DCFS staff, SSA Contracts Office Liaison and or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement.

A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements.
  
9. **CERTIFICATION/LICENSURE:**

The Contractor shall maintain all relevant certification or licensure.
  
10. **TARGET POPULATION AND SERVICE CRITERIA:**

Youth aged 14-19 years and who are referred by the Alameda County Department of Children and Family Services, Juvenile Probations Department, or other sources noted under Section 5, A. Enrollment on page one (1) of this contract.
  
11. **SERVICE AREA:** Oakland
  
12. **SERVICE DELIVERY SITE:**
  - Youth Radio Headquarters, 1701 Broadway, Oakland, CA 94612
  
13. **PROGRAM CONTACTS:**
  - Youth Radio – Tuere Anderson, (510) 251-1104 ext 344, [tuere@youthradio.org](mailto:tuere@youthradio.org)
  - AC Children & Family Services – Krystal Fortner, (510) 667-7606, [krystal.fortner@acgov.org](mailto:krystal.fortner@acgov.org)

- AC Juvenile Probation Department – Brian Richart, (510) 268-2844, [brichart@acgov.org](mailto:brichart@acgov.org)
- AC Finance/Contracts – Ramil Rivera, (510) 271-9165, [rcrivera@acgov.org](mailto:rcrivera@acgov.org)

**14. CLIENT GRIEVANCE POLICY:**

SSA Contractors are required to have a Client Grievance Policy in place and to disclose the policy to all SSA clients during the Client Intake Process. As evidence that a Client Grievance Policy is in place and all SSA clients provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each SSA client on a copy of the policy acknowledging they were made aware of it, understand it, and received a copy of the signed document. Contractor must also place a copy of the signed document in each client's case file and make the files available for review by County staff upon request. An MS Word file of the SSA Grievance Policy Template is available through your SSA Contract Liaison. (See Attachment A for a sample SSA Grievance Policy in English and Spanish.)

**15. LANGUAGE ACCESS REQUIREMENT: (See Attachment B)**



## ATTACHMENT A

### 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 (INSERT NAME OF CONTRACTOR) Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.
3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

**Alameda County Social Services Agency  
Administrative Offices  
2000 San Pablo Avenue  
Oakland, CA 94612  
Attn: Lori A. Cox  
Social Services Agency Director  
(510) 271-9100**

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.

\_\_\_\_\_  
Client's Name (printed)

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

## ANEXO A

### POLITICA PARA QUEJAS DE CLIENTES

#### QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de (INGRESE EL NOMBRE DEL CONTRATISTA personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene usted el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al (INGRESE EL NOMBRE DEL CONTRATISTA) Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Ejecutivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar los organismos de financiación a continuación, inmediatamente:

**Agencia de Servicios Sociales del Condado de Alameda**  
**Oficinas Administrativas**  
**2000 Avenida San Pablo**  
**Oakland, CA 94612**  
**Atención: Lori A. Cox**  
**Directora de la Agencia de Servicios Sociales**  
**(510) 271-9100**

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

\_\_\_\_\_  
Nombre del Cliente (favor de imprimir)

\_\_\_\_\_  
Firma del Cliente

\_\_\_\_\_  
Fecha

## ATTACHMENT B

(Revised: 04/11/12)

### LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
  - A. Shall clearly disclose language access capabilities in relationship to the population served.
  - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
  - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
  - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
  
- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
  - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
  - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
  - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
  - D. Providing CBOs/contractors with access to **Telephonic Interpreters**,—a 24-hour, seven-day-a-week, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

# ATTACHMENT C

Cover Memo Sample



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August 10, 2012

**Attn: Ramil Rivera**  
Finance/Contracts Office  
Alameda County Social Services Agency  
2000 San Pablo Ave, 4<sup>th</sup> Floor  
Oakland, CA. 94612

**Re: Youth Radio Service Invoice (PO #12345) for July 2012**

Dear Ramil:

Please find enclosed the above referenced documentation.

If you have any questions, please call me at (510) 555-5555.

Sincerely,

---

< Signature in blue ink >

---

Print Name

---

Title

---

Date

1701 Broadway, Oakland, California 94612  
Phone: 510-251-1101 | Fax: 510-899-8769 | Email: [youthradio@youthradio.org](mailto:youthradio@youthradio.org)  
Website: [www.youthradio.org](http://www.youthradio.org)

# ATTACHMENT D

## Monthly Reporting Data Template

### FY 12/13 Youth Radio Program

Service Month: \_\_\_\_\_

	Youth First Name	Youth Last Name	Foster Care/ Probation	Hrs Wk 1	Hrs Wk 2	Hrs Wk 3	Hrs Wk 4	Summary of Activities	School Supports Utilized
1	Will	Davids	FC	10	10	10	9		
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

## ATTACHMENT E

### **Youth Radio Office Scheduled Closure Dates**

- Independence Day – Wednesday, July 4, 2012
- Labor Day – Observed Monday, September 3
- Veteran's Day – Observed Monday, November 12
- Thanksgiving – Thursday & Friday, November 22 & 23
- Christmas – Tuesday, December 25
- Winter Break – Wednesday-Monday, December 26-31
- New Year's Day – Tuesday, January 1, 2013
- MLK Jr. Day – Observed Monday, January 21
- President's Day – Monday, February 18
- Memorial Day – Observed Monday, May 27

## EXHIBIT B

### COMMUNITY BASED ORGANIZATION MASTER CONTRACT

#### TERMS AND CONDITIONS OF PAYMENT

Contractor Name: Youth Radio  
Contracting Department: Department of Children and Family Services  
Contract Period: July 1, 2012 to June 30, 2013  
Master Contract Number: 901055  
Procurement Number: 8370  
Purchase Order Number: \_\_\_\_\_

---

1. **BUDGET:** (See Exhibit B-1)

2. **TERMS AND CONDITIONS OF PAYMENT**

It is the obligation of the contractor to progressively monitor required services and related expenditures and take appropriate corrective preventive measures including the timely notification of SSA if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the SSA Director or an authorized designee shall be required to alter or change the terms and conditions of this agreement. Contractor shall not exceed the total amount of **\$1,297,446.00** for the term of this agreement.

A. **Invoicing Procedures:** Contractor shall invoice the County on a monthly basis, **within the first ten (10) working days after each month**, for actual costs incurred or maximum of one-twelfth of annual award for this contract.

- Current month's billable activities.
- Invoices shall be accompanied by a summary page documenting the following information:
  - I. Current month expenses
  - II. Cumulative expenses (Year-to-date invoiced)
  - III. Contract budget
  - IV. Unexpended balance
- Payment of invoices requires the signature (in **blue** ink) of an Executive Officer or a designated employee.
- A monthly back-up detail report as outlined in Exhibit A will be attached to the invoice. (See Attachment D for sample report template)
- A cover Memo for Contract Payment along with invoices and required reports for services rendered is to be submitted to: (See Attachment C for cover memo template)

Attention: Krystal Fortner  
Management Analyst  
Department of Children & Family Services  
675 Hegenberger Road, Suite 100  
Oakland, CA 94621

The DCFS will forward all approved invoices to:

Finance Department, Contracts Office  
2000 San Pablo Avenue, 4<sup>th</sup> Floor (QIC 20203)  
Oakland, CA 94612  
Attn: Ramil Rivera

- B. Funding Source Information:** Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

**Continued funding of this contract is contingent upon appropriation and availability of sufficient funds as well as satisfactory performance.**

- C. Provisions for Budget Revisions:** All requests for budget revisions must be submitted in writing to the Alameda County Social Services Agency, Department of Children and Family Services. SSA/DCFS will have 30 days to respond to the request. Approved budget revisions may be made retroactive to the date of the request.

### 3. **TERMINATION PROVISIONS:**

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 undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).



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.

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 B-1

FY 12/13 Youth Radio Support Services Budget		
EXPENSES	FTE on Project	TOTAL BUDGET
<b>Personnel Costs (i.e., salaries, staff time, consultants)- Please describe</b>		
Healthy Foods Program Manager	100%	\$ 40,000
College Readiness Coordinator	100%	\$ 45,000
Employment Training Coordinator	100%	\$ 40,000
Community Media Educator	100%	\$ 50,000
Juvenile Justice Coordinator	100%	\$ 40,000
Juvenile Detention Teachers (2)	50%	\$ 40,000
Program Evaluator	25%	\$ 30,750
Tech Support	50%	\$ 37,500
Youth Interns (6)	100%	\$ 31,200
Benefits		\$ 202,752
		\$ -
		\$ -
		\$ -
<b>Subtotal- PERSONNEL:</b>		<b>\$ 848,352.00</b>
<b>Non-Personnel Expenses</b>		
Consultants		\$ 12,000
Equipment		\$ 30,960
Communications		\$ 7,490
Food for Classes		\$ 7,522
Program Supplies		\$ 18,978
Occupancy		\$ 49,500
Local Travel		\$ 5,955
Studio Rental		\$ 57,200
		\$ -
		\$ -
Indirect Expenses		\$ 259,489
<b>Subtotal- NON-PERSONNEL:</b>		<b>\$ 449,094</b>
<b>GRAND TOTAL- EXPENSES:</b>		<b>\$ 1,297,446</b>

# EXHIBIT C

## COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM INSURANCE		
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<b>Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: <u>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</u></li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                         <ul style="list-style-type: none"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:                         <p style="margin-left: 40px;">- Contracts Office / 2000 San Pablo Ave. 4<sup>th</sup> floor, Oakland, CA 94612</p> </li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

YOUTH-2

OP ID: RW

DATE (MM/DD/YYYY)

10/21/12

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

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

<b>PRODUCER</b> ISU Lovering Ins. Services P. O. Box 699 1121 Laurel Street San Carlos, CA 94070-0699		Phone: 650-593-7601 Fax: 650-593-7410	<b>CONTACT NAME:</b> Lusine Ghevondyan <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>												
<b>INSURED</b> Youth Radio Toni Jinkens 1701 Broadway Oakland, CA 94612		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A : <b>Travelers Property Casualty</b></td> <td>NAIC # <b>25658</b></td> </tr> <tr> <td>INSURER B : <b>USLI Companies</b></td> <td>NAIC # <b>25895</b></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : <b>Travelers Property Casualty</b>	NAIC # <b>25658</b>	INSURER B : <b>USLI Companies</b>	NAIC # <b>25895</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : <b>Travelers Property Casualty</b>	NAIC # <b>25658</b>														
INSURER B : <b>USLI Companies</b>	NAIC # <b>25895</b>														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> abuse/mole/prfl, GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	6604B40419112	03/01/12	03/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Abuse Mol \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6604B40419112	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3876T32912	03/01/12	03/01/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	DOLI		NDO1035401I	09/07/12	09/07/13	D&O 1,000,000 Retention 1,000

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

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are additional insureds as respects to the insureds operations. All coverages, limits, and conditions per policy forms.

<b>CERTIFICATE HOLDER</b>  ALAME11  County of Alameda Contracts Office 2000 San Pablo Ave. 4th floor Oakland, CA 94612	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Robert E. Watters</i>
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P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-18-2012

GROUP: 000625  
 POLICY NUMBER: 0000184-2011  
 CERTIFICATE ID: 25  
 CERTIFICATE EXPIRES: 12-31-2012  
 12-31-2011/12-31-2012

COUNTY OF ALAMEDA SSA CONTRACT  
 CONTRACTS OFFICE  
 2000 SAN PABLO AVE FL 4  
 OAKLAND CA 94612-1307

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2012-10-18 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF ALAMEDA SSA CONTRACT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

YOUTH RADIO (A NON PROFIT CORPORATION)  
 1701 BROADWAY  
 OAKLAND CA 94612

NB

[MEP,CS]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-18-2012

GROUP: 000825
POLICY NUMBER: 0000184-2011
CERTIFICATE ID: 25
CERTIFICATE EXPIRES: 12-31-2012
12-31-2011/12-31-2012

COUNTY OF ALAMEDA SSA CONTRACT
CONTRACTS OFFICE
2000 SAN PABLO AVE FL 4
OAKLAND CA 94612-1307

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[Signature of Authorized Representative]

Authorized Representative

[Signature of Thomas E. Rome]

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2012-10-18 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF ALAMEDA SSA CONTRACT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

YOUTH RADIO (A NON PROFIT CORPORATION)
1701 BROADWAY
OAKLAND CA 94612

NB

[MEP,CS]

PRINTED : 10-18-2012

## EXHIBIT D

### 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 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, the following are required.

#### I. AUDIT REQUIREMENTS

##### A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to §\_\_.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §\_\_.200 (b) of OMB Circular No. A-133 are required to have a single audit performed in accordance with §\_\_.500 of OMB Circular No. A-133.
2. When a nonfederal entity expends annual Federal awards in the amount specified in §\_\_.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §\_\_.235 of OMB Circular No. A-133.
3. Nonfederal entities which expend annual Federal awards in the amount specified in §\_\_.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §\_\_.230 (b) (2) of OMB Circular No. A-133.

##### B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United States (GAGAS), which are applicable to financial audits.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations, or County policy.
3. Audit reports must contain a separate schedule that identifies all funds passed through/from 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**

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 period, or other time frame specified by the department. The County supervising department is responsible for forwarding a copy 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 to address the findings contained in the audit 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 E**

**COUNTY OF ALAMEDA**

**(Intentionally Omitted)**

## EXHIBIT F

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

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 contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the 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.

CONTRACTOR: Youth Radio

PRINCIPAL:

Ellin O'Leary

TITLE: President/CCO

SIGNATURE:

Ellin O'Leary

DATE: 10-31-12