



WENDY STILL, MAS
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

November 16, 2020

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

SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH SOCIAL CHANGERY, LLC TO COMPLETE PHASE THREE OF THE OPIOID AFFECTED YOUTH INITIATIVE – AWARENESS CAMPAIGN; PROCUREMENT CONTRACT NO. 21409; AMOUNT: \$78,500

Dear Board Members:

RECOMMENDATIONS:

- A. Approve a retroactive sole source Standard Services Agreement (Procurement Contract No. 21409) with The Social Changery, LLC (Principal: Aubrey Lara, Location: Sacramento) to provide phase three of the Opioid Affected Youth Initiative Awareness Campaign services for the Alameda County Probation Department, for the term of 12/1/20 – 7/31/21, in the amount of \$78,500; and
- B. Delegate authority to the Chief Probation Officer, or designee, to negotiate and execute the Standard Services Agreement, subject to review and approval as to form by County Counsel and return an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

The Alameda County Probation Department (ACPD) is committed to protecting the health and safety of its community, including youth. To reduce stigma and help educate, improve awareness, and direct youth to services, ACPD has been working to develop a grant-funded Awareness Initiative for the Opioid Affected Youth Initiative (OAYI) in accordance with the Federal Grant Award #2018-YB-FX-K003. Your Board approved ACPD's acceptance of this award from the Office of Juvenile Justice and Delinquency Prevention on 10/23/18 (Item No. 33). The social marketing services includes three phases:

1. **Formative Research:** conduct quantitative and qualitative research to inform the campaign strategies. Gather first-person insight from youth and youth providers about their substance use knowledge, strengths, and barriers for accessing services.
2. **Message and Materials Development:** As a result of findings and recommendations that resulted from the Formative Research phase, develop and test key messages and materials that will effectively reach the target demographic.
3. **Media/Marketing Implementation:** Launch the campaign to effectively reach the target demographic, this includes implementing a cohesive campaign with digital and print media and multiple trainings.

On June 23, 2020, your Board approved (Item No. 35) to complete work on this social marketing campaign which includes the formative research and messages and materials, expected to be completed by November 30, 2020. This Standard Service Agreement with The Social Changery, LLC will allow the third phase to be finalized. The work to date includes the formative research, which was completed on June 30, 2020. This included refining the target population, goals and objectives; conducting over fifteen interviews with youth and key youth providers; conducting a survey with youth providers; implementing and analyzing the survey results; developing a final report of findings and recommendations; and presenting findings to the OAYI Task Force.

SELECTION CRITERIA/PROCESS:

On October 23, 2018, your Board approved (Item No. 33) acceptance of funding from the Office of Juvenile Justice and Delinquency and Prevention (OJJDP) in Category 1: Implementing Data-Driven Strategies and Programs Through Strategic Partnerships to launch the Alameda County Opioid Affected Youth Initiative. The Social Changery, LLC was named as the vendor to provide the marketing strategies of this service.

The General Services Agency (GSA) –approved Sole Source No. 7052 and issued a Finding Memo of Non-Competition on November 12, 2020 for The Social Changery, LLC. The Small Local Emerging Business (SLEB) requirements have been waived by the GSA – Office of Acquisition Policy (SLEB Waiver No. 7144, expires on 07/01/2021).

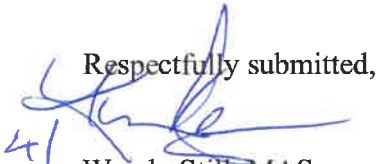
FINANCING:

Funding for this service will come from Opioid Affected Youth Initiative Grant (\$10,100) and Juvenile Justice Crime Prevention Act (\$68,400) and is included in the ACPD's FY 2020/21 Approved Budget and will be included in subsequent fiscal years. There is no impact to net County cost as a result of approving the above recommendations.

VISION 2026 GOAL:

Implementation of the Alameda County Opioid Affected Youth Initiative Awareness Campaign meets the County's 10X goal pathways of a **Crime Free County** in support of the County's shared visions of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,

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Wendy Still, MAS
Chief Probation Officer

Ws:da

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the “County”, and The Social Changery, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain a Task Force for the Alameda County Opioid Affected Youth Initiative services which are more fully described in Exhibit A hereto (“ Research and Consulting 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 Research and Consulting 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 B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from 12/01/2020 through 07/31/2021

The compensation payable to Contractor hereunder shall not exceed *seventy- eight thousand and five hundred dollars (\$78,500)* 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

The Social Changery

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: Chief Probation Officer

Title: _____

Date:

Approved as to Form:

By: _____
County Counsel Signature

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

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

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to 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
1111 Jackson Street
Oakland, CA 94607
Attn: Wendy Still, MAS

To Contractor: THE SOCIAL CHANGERY, LLC
4211 Moss Drive
Sacramento, CA 95822
Attn: Aubrey Lara, Principal

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

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

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

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

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

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

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

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Research and Consulting Services shall not exceed \$263,965 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor has been approved by County to participate in contract without SLEB participation. 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.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC 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 with the expressed consent of the grant funder by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Instructions:

County Counsel Signature: _____

DRAFT

EXHIBIT A

I. DEFINITION OF SERVICES

Contractor shall implement a media/marketing campaign for the Opioid Affected Youth Initiative to effectively reach the target demographic, this includes implementing a cohesive campaign with digital and print media and multiple trainings.

II. KEY PERSONNEL

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

<i>Name</i>	<i>Title</i>
Aubrey Lara	Principal, The Social Changery
Lisa Smusz	Principal, The Social Changery
Stephanie Ballard	Director of Marketing and Program Development, Your Social Marketer
Heather McClenehen	Senior Project Lead, The Social Changery
Jana Sczersputowski	President, Your Social Marketer
TBD	Creative Director and Graphic Designer

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

III. SCOPE OF SERVICES

The Alameda County Probation Department's Opioid Affected Youth Initiative's (OAYI) mission is to implement a collaborative, youth-informed, data-driven approach to increase awareness and reduce stigma around opioids and substance use. A long-term goal of the initiative is to be able to increase the ability of youth in extended foster care (ages 18 – 21 years old) to ask for help with substance use and related mental health issues.

The Contractor shall support Alameda County Probation Department in achieving OAYI mission and goals by implementing an awareness initiative (Awareness Initiative).

The Awareness Initiative will include other substances such as methamphetamine (meth), counterfeit prescription pills, and cocaine since these are being laced with fentanyl (a synthetic opioid, 100 times stronger than morphine, fueling the opioid crisis). The Contractor shall implement the Awareness Initiative based on findings from the formative research phase, which included a literature review, surveys, and extensive outreach to youth providers and youth in extended foster care. The Contractor shall provide the following services:

- A. Implementation of a tailored Awareness Initiative that is tailored to the target audience: direct service providers and advocates serving youth in extended foster care, leaders and managers of these direct services providers, and peers of youth in extended foster care in East Oakland
- B. Engage the target audience to review and provide input into the development of all materials, trainings, and digital media. These include:
 - 1. A digital toolkit for direct service providers and advocates of extended foster care youth and housed on the Alameda County Probation Website and an educational webinar for direct service providers and advocates
 - 2. Two small group training webinars with leadership and management within organizations that serve extended foster care youth; and a facilitation guide for leadership and management to implement the small group training series during employee onboarding and training
 - 3. A referral pocket card in digital and print format with local resources, treatment options and peer-to-peer groups that will be distributed to extended foster care youth by direct service providers and advocates and peers
 - 4. An educational webinar for peer mentors of youth in extended foster care
- C. Engage and partner with direct service providers and advocates and peer of youth in extended foster care in East Oakland to ensure culturally and linguistically appropriate delivery of Awareness Initiative materials and trainings and to support with promoting the Awareness Initiative
- D. Work in close collaboration with the OAYI Site Director, research partner, task force members, and other key stakeholders throughout the engagement

IV. SPECIFIC REQUIREMENTS

Contractor shall work collaboratively with the Alameda County Probation Department (ACPD), OAYI Site Director, the funder, and the assigned technical assistance provider to implement a tailored awareness and education initiative for youth providers in East Oakland and youth in extended foster care. This includes conducting outreach with critical stakeholders, including the members of the OAYI Task Force, Probation, youth service providers and advocates of youth in extended foster care in East Oakland, and youth in extended foster care.

A. Roles & Responsibilities:

1. **Lead Agency** – Alameda County Probation Department (ACPD). ACPD is the lead agency on OAYI and is responsible for the implementation and oversight of all fiscal and programmatic requirements.
2. **The OAY Executive Steering Committee** is comprised of leadership representation, including, but not limited to ACPD (lead agency), Health Care Services Agency (HCSA), the Alameda-Contra Costa Medical Association (ACCMA), and The Social Changery. The OAY Executive Steering Committee is the decision-making body of the larger OAYI Task Force.
3. **The OAY Task Force** is a formal partnership that is required by the grant agreement (attached). The Task Force includes representatives from the following agencies:
 - a) law enforcement;
 - b) education;
 - c) community supervision;
 - d) juvenile courts;
 - e) mental health;
 - f) service providers;
 - g) medical community;
 - h) prosecutor's office;
 - i) community-based organizations;
 - j) child welfare agency;
 - k) first responders; and
 - l) local community-based organizations who serve the target population

4. **The Contractor** will provide administrative support and implement the Awareness Initiative. In doing so, the Contractor shall support the Lead Agency in meeting the strategic plan’s overall goal to reduce the negative consequences of opioids on youth in extended foster care in Alameda County. Contractor shall complete the following:

- a) Plan and implement the OAYI Awareness Initiative:
 - i. Meet bi-weekly with the Site Director to provide project updates and strategic guidance around planning and implementation of the Awareness Initiative
 - ii. Share documents for input and approval by the Site Director
 - iii. Engage and recruit youth, peers, and local community-based organizations to support outreach and initiative activities that are culturally and linguistically competent
 - iv. Prepare regular presentations to the OAYI Task Force
 - v. Coordinate with the Site Director, research partner, and Task Force
 - vi. Assure confidentiality agreements, if necessary
 - vii. Provide administrative support to coordinate virtual meetings, distribute agendas and materials, take meeting minutes, conduct outreach, and develop and tracking incentive and recruitment plans
 - viii. Assist the Site Director with identifying and removing barriers to program implementation
 - ix. Conduct trainings using best practices for effective training and learning
 - x. Provide advisory service on sustaining long-term stigma reduction efforts beyond implementation of the Awareness Initiative

V. SERVICE DELIVERABLES

<i>Item</i>	<i>Social Marketing/Awareness Initiative Service</i>	<i>Activities/Deliverables</i>
1	Media/Marketing: Implement the media/marketing plan for reaching the target demographic (youth providers and youth in extended foster care in East Oakland)	<p>Develop a digital/web-based toolkit informed by subject matter experts, and professional design of elements, including one round of review for feedback each with client and key stakeholders.</p> <p>Provide consultation to Alameda County Probation department to develop a project landing page on the</p>

	Alameda County Probation website for the digital toolkit.
	Design and develop content for pocket cards. Deliver the print-ready file.
	Develop small group virtual training content and facilitation guide informed by professional designer
	Implement small group virtual training series (up to two) in partnership with local partners.
	Recruit East Oakland community-based organization(s) (and youth peers if possible) to assist with outreach and facilitation for small group virtual trainings.
	Engage in close collaboration with the OAYI Project Director, Taskforce (including the Executive Steering Committee), and project evaluator/research partner.

VI. REPORTING REQUIREMENTS

1. Report on number of attendees at training initiatives, also provide basic contact information so that pre- and post-evaluations can be administered (email and name and organization, for example)
2. Report on number and types of materials distributed
3. 80% of deliverables and activities are completed on time

VII. ADMINISTRATIVE REQUIREMENTS

1. Funding Acknowledgments

Contractor shall ensure all written materials, publications, electronic media which are produced with funds from this contract and/or pertains to the target population being serviced by this contract will include a funding acknowledgment statement in the form of a sentence under a separate heading entitled "Funding" directly after your acknowledgements. All written materials, publications, electronic media which include the funding statement and logo shall be submitted to the funding agency prior to mass production. Please see following example of a funding statement:

This publication was prepared under grant # 2019-C2-BX-0000 from the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Justice. Points of view or opinions expressed in this

document are those of the author/s and do not necessarily represent the official position or policies of OJJDP or the U.S. Department of Justice.

EXHIBIT B

PAYMENT TERMS

1. Within thirty (30) days upon receipt and approval of invoice, the County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the services provided following review and approval of invoices.
2. Contractor shall invoice the County on or before the 10th of each month.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$78,500. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. **FEDERAL SUBRECIPIENT COMPLIANCE & MONITORING:** The County is responsible for monitoring the programmatic and financial activities of award subrecipients to ensure proper stewardship of federal funds. All pass-through entities are required to monitor their subrecipients. The requirements for subrecipient monitoring can be found in 31 U.S.C. § 7502 and in Title 2 C.F.R. § 200 (including, but not limited to, the sections on "Subrecipient Monitoring and Management" contained in Subpart D and audit requirements applicable to subrecipients contained in Subpart F). The County desires to grant a "subaward" to the Contractor as a funding pass-through from the Department of Justice (DOJ), as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for DOJ Awards, Title 2 C.F.R. § 200 (the "Uniform Guidance") of the Prime Award (the "Subaward") to Subrecipient in accordance with the requirements of Title 2 and the regulations and guidelines promulgated thereunder and by DOJ, as well as other applicable law. Certain information required by the Uniform Guidance, to be included in this Agreement with respect to the Subrecipient/Subaward compliance and monitoring is set forth in Exhibit E.
6. **No Supplanting of Funds:** Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

7. The table below shall be a cost estimate over the Contract period (December 1, 2020 – July 1, 2021):

Staff hours	\$34,000	
Vendor hours	\$34,500	
Personnel Cost		\$68,500
Pocket card printing	\$ 3,500	
Youth and community stipends	\$ 6,500	
Direct Cost		\$ 78,500
Total Cost		\$ 78,500

8. Cost Estimate Detail

Item	Social Marketing Activity	Activities/Deliverables	Estimated number of hours	Cost	Timeline
1	Media/Marketing: Implement the media/marketing plan for reaching the target demographic (youth providers and youth in extended foster care in East Oakland)	Develop a digital/web-based toolkit informed by subject matter experts, and professional design of elements, including one round of review for feedback each with client and key stakeholders.	34 hours, plus vendor costs	\$22,000	
		Provide consultation to Alameda County Probation department to develop a project landing page on the Alameda County Probation website for the digital toolkit.	50 hours	\$7,500	
		Design and develop content for pocket cards. Deliver print-ready file. Print pocket cards, quantity to be determined as budget allows.	11 hours, plus vendor and printing costs	\$7,000	
		Develop small group virtual training content and facilitation guide informed by professional designer, includes recruitment of	43 hours, plus vendor costs	\$9,250	

		East Oakland community-based organization(s) and youth peers, if possible			
		Oversee and manage the implementation of small group virtual training series (up to two) in partnership with local partners.	43 hours, plus vendor costs	\$9,250	
		Develop and implement up to two training/webinars, including developing content, professional design of materials, promotion, and facilitation and delivery.	10 hours, plus vendor costs	\$7,000	
		Engage in close collaboration with the OAYI Project Director, Taskforce (including the Executive Steering Committee), and project evaluator/research partner.	60 hours, plus vendor costs	\$10,000	
		Stipends for local community-based organization(s), including youth peers, to assist with outreach and facilitation for small group trainings.	0	\$5,000	
		Stipends for youth for review and feedback on materials and content for all deliverables, as needed.	0	\$1,500	
<i>Total</i>					\$78,500

9. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via e-mail to: matolber@acgov.org and probfiscalinvoice@acgov.org

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	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: \$1,000,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <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. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**
(Applicable to all agreements funded in part or whole with federal funds
and contracts over \$25,000).

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

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: _____

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

EXHIBIT E

COUNTY OF ALAMEDA FEDERAL SUBRECIPIENT REPORTING AND COMPLIANCE REQUIREMENTS

The Alameda County Probation Department (ACPD) is responsible for monitoring the programmatic and financial activities of award subrecipients to ensure proper stewardship of federal funds. The following policy, roles, and procedures address responsibilities and assists administrators to ensure that for all grant awards over \$25,000, in addition to achieving performance goals, subrecipients comply with applicable federal laws and regulations and with the provisions of grant award special conditions.

OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Uniform Guidance, specifically 200.331, requires pass-through entities to evaluate each subrecipient's risk of noncompliance in order to determine the appropriate monitoring level, monitor the activities of subrecipient organizations to ensure that the sub award is in compliance with applicable Federal statutes and regulations and terms of the sub-award, and verify that subrecipients are audited as required by Subpart F of the Uniform Guidance. The direct recipient of the federal award is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the sub award and account for the use of the grantor's funds.¹ The DOJ Grants Financial Guide provides further guidance for award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. Following the OMB Guidance, the Guidance compiles a variety of, rules and regulations that affect the financial and administrative management of any Federal award. The following policy and associated procedures reflect the requirements of both the OMB Guidance and the DOJ Financial Guide.²

ACPD will use Exhibit E-1 to ensure all requirements imposed by the prime grantee on the subrecipient are met so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the grant award

¹ <https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>

² https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf

EXHIBIT E
Excerpt from Grants & Contracts Subrecipient Monitoring Procedure

Exhibit B

Confirmation of Required Sub-Award Documentation Submitted by Subrecipient

1. Copy of signed Memorandum of Understanding or example of a contract Agreement.
2. Signed acknowledgement of receipt of grant award special conditions and agreement to comply with grant award special conditions.
3. Subrecipient will submit requests for payment for goods and services for approved budgeted expenses on a reimbursement basis only. Invoices for reimbursement must be accompanied by sufficient and accurate backup documentation that supports the expense. Expenses incurred prior to the grant begin date or after the grant end date will not be reimbursed.
4. List of Supplies/Equipment purchased with grant funds. List should show description of supply/equipment, serial number if any, vendor name, date of purchase, amount of item, location where the items are kept, funding source (which grant paid for items), disposal date, value at disposal date.
5. Subrecipient financial report that shows: sub award amount, invoices paid by sub award budget category, remaining amount of sub award after invoices paid. Funds remaining unused after the end of the grant award will be returned to the prime grantee.
6. Response by subrecipient (email is acceptable) for information requested for the quarterly programmatic progress reports.
7. Response by subrecipient (email is acceptable) of agreement to cooperate during annual site visit for review of Internal Controls supporting compliance of federal statutes, regulations, and terms/conditions of award, and on-site reviews of the subrecipient's program operations, and allow access to subrecipient's financial records.
8. Budget modification requests, as needed, should be submitted by the subrecipient, along with explanation of why a budget modification is needed and how the budget modification supports the goals and objectives of the grant application.
9. Change in Scope requests, as needed, should be submitted by the subrecipient, along with explanation of why a change in scope is needed and how the change in scope supports a law enforcement initiative and/or additional goals and objectives of the grant application/solicitation.
10. Resolution of findings within 30 days, if any, after annual site visit.
11. For grant closeout, subrecipient must submit the following within the time frame defined by the prime grantee:
 - i. Final invoice(s)
 - ii. Final Financial Report
 - iii. Final Programmatic responses
 - iv. Final Supplies and Equipment report

By signing below, I agree to provide all documents listed above and additional documentation if needed, to the prime grantee by the date requested by the prime grantee.

Subrecipient

Date

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: The Social Changery DEPT #: 250400

TITLE/SERVICE: Media/Marketing Campaign

DEPT. CONTACT: Deborah Anderson PHONE: 510-268-2669

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:
No other questions need to be answered. Withholding is not required.
81-5163423
- 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? () (X)
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () (X)
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () (X)
- 4. Is the relationship between the County and the contractor intended to be ongoing? () (X)

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

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

- 1. Will the agreement be with an individual who does not have an outside practice? () (x)
- 2. Will the contractor work more than an average of ten hours per week? () (x)

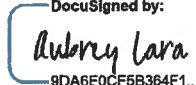
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 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:

 8DA6E0CF5B364F1...

 Contractor Signature
 Aubrey Lara

 Printed Name
 12/28/2020

 Date



 Chief Probation Officer Signature
 Wendy S. Still, MAS

 Printed Name
 1/7/2021

 Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 1, 2020, is by and between the County of Alameda, hereinafter referred to as the “County”, and The Social Changery, LLC, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain media/marketing campaign services which are more fully described in Exhibit A hereto (“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 media/marketing campaign 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 Services
- Exhibit B Payment Terms
- Exhibit C Minimum Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Additional Contract Requirements
- Exhibit E-1 Certification Regarding Lobbying
- Exhibit F Prison Rape Elimination Act (PREA) Certification

The term of this Agreement shall be from 12/01/2020 through 07/31/2021.

The compensation payable to Contractor hereunder shall not exceed *seventy-eight thousand and five hundred dollars (\$78,500)* 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

THE SOCIAL CHANGERY, LLC

By: 
Signature

DocuSigned by:

By: _____
Signature

Name: Wendy S. Still, MAS
(Printed) _____


Name: Aubrey Lara
(Printed)

Title: Chief Probation Officer

Title: Principal

Date: 12/28/2020

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:

By: _____
K. Joon Oh, Deputy County Counsel

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

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

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to 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
1111 Jackson Street, 7th Floor
Oakland, CA 94607
Attn: Deborah Anderson

To Contractor: THE SOCIAL CHANGERY, LLC
4211 Moss Drive
Sacramento, CA 95822
Attn: Aubrey Lara, Principal

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

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

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

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

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

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

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

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

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its media/marketing campaign services shall not exceed \$78,500.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation. 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.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC 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 year by mutual agreement of the County and the Contractor.

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

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Item 35, Extension, above is modified and replace by the following:

35. EXTENSION: This agreement may be extended for an additional year with the expressed consent of the grant funder by mutual agreement of the County and the Contractor.

County Counsel Signature:

DocuSigned by:
K. Joon Oh
EFDCE3E661894A0...

K. Joon Oh, Deputy County Counsel

EXHIBIT A

SERVICES

I. DEFINITION OF SERVICES

- A. Contractor shall implement a media/marketing campaign for the Opioid Affected Youth Initiative to effectively reach the target demographic, this includes implementing a cohesive campaign with digital and print media and multiple trainings.
 - 1. This Exhibit A has been drafted to include the requirements contained in the grant narrative and additional services that the County obtained through negotiations, if any.
 - 2. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
 - 3. Contractor shall submit any special or additional reports and documentation requested by County financial or program monitors. Contractor shall comply with applicable reporting and documentation requirements of County, State, and federal agencies and grantor as a condition of funding.

II. PROJECT TEAM

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

<i>Name</i>	<i>Title</i>
Aubrey Lara	Principal, The Social Changery
Lisa Smusz	Principal, The Social Changery
Stephanie Ballard	Director of Marketing and Program Development, Your Social Marketer
Heather McClenehen	Senior Project Lead, The Social Changery
Jana Sczersputowski	President, Your Social Marketer
TBD	Creative Director and Graphic Designer

- 1. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel without the express written agreement of the County, which agreement shall not unreasonably be withheld. Should such an individual or individuals in the employ of Contractor no

longer be employed by Contractor during the term of this Agreement, Contractor shall make good faith effort to present the County and individual with greater or equal qualifications as a replacement subject to County's Approval, which approval shall not be unreasonably withheld.

III. SCOPE OF SERVICES

- A. The Alameda County Probation Department's (ACPD) Opioid Affected Youth Initiative's (OAYI) mission is to implement a collaborative, youth-informed, data-driven approach to increase awareness and reduce stigma around opioids and substance use. A long-term goal of the initiative is to be able to increase the ability of youth in extended foster care (ages 18 – 21 years old) to ask for help with substance use and related mental health issues.
- B. The Contractor shall support ACPD in achieving OAYI mission and goals by implementing an awareness initiative (Awareness Initiative).
- C. The Awareness Initiative will include other substances such as methamphetamine (meth), counterfeit prescription pills, and cocaine since these are being laced with fentanyl (a synthetic opioid, 100 times stronger than morphine, fueling the opioid crisis).
- D. The Contractor shall implement the Awareness Initiative based on findings from the formative research phase, which included a literature review, surveys, and extensive outreach to youth providers and youth in extended foster care.
- E. The Contractor shall provide the following services:
 - 1. Implementation of a tailored Awareness Initiative that is tailored to the target audience: direct service providers and advocates serving youth in extended foster care, leaders and managers of these direct services providers, and peers of youth in extended foster care in East Oakland.
 - 2. Engage the target audience to review and provide input into the development of all materials, trainings, and digital media. These include:
 - a. A digital toolkit for direct service providers and advocates of extended foster care youth and housed on the ACPD Website and an educational webinar for direct service providers and advocates;

- b. Two small group training webinars with leadership and management within organizations that serve extended foster care youth; and a facilitation guide for leadership and management to implement the small group training series during employee onboarding and training;
 - c. A referral pocket card in digital and print format with local resources, treatment options and peer-to-peer groups that will be distributed to extended foster care youth by direct service providers and advocates and peers; and
 - d. An educational webinar for peer mentors of youth in extended foster care.
- 3. Engage and partner with direct service providers and advocates and peer of youth in extended foster care in East Oakland to ensure culturally and linguistically appropriate delivery of Awareness Initiative materials and trainings and to support with promoting the Awareness Initiative.
 - 4. Work in close collaboration with the OAYI Site Director, research partner, task force members, and other key stakeholders throughout the engagement.

IV. SPECIFIC REQUIREMENTS

- A. Contractor shall work collaboratively with the ACPD, OAYI Site Director, the funder, and the assigned technical assistance provider to implement a tailored awareness and education initiative for youth providers in East Oakland and youth in extended foster care. This includes conducting outreach with critical stakeholders, including the members of the OAYI Task Force, Probation, youth service providers and advocates of youth in extended foster care in East Oakland, and youth in extended foster care.
- B. Roles & Responsibilities:
 - 1. **Lead Agency** – ACPD is the lead agency on OAYI and is responsible for the implementation and oversight of all fiscal and programmatic requirements.
 - 2. **The OAY Executive Steering Committee** is comprised of leadership representation, including, but not limited to ACPD (lead agency),

Exhibit A

Health Care Services Agency (HCSA), the Alameda-Contra Costa Medical Association (ACCMA), and The Social Changery, LLC. The OAY Executive Steering Committee is the decision-making body of the larger OAYI Task Force.

3. **The OAY Task Force** is a formal partnership that is required by the grant agreement (attached). The Task Force includes representatives from the following agencies:
 - a. law enforcement;
 - b. education;
 - c. community supervision;
 - d. juvenile courts;
 - e. mental health;
 - f. service providers;
 - g. medical community;
 - h. prosecutor's office;
 - i. community-based organizations;
 - j. child welfare agency;
 - k. first responders; and
 - l. local community-based organizations who serve the target population

4. **The Contractor** will provide administrative support and implement the Awareness Initiative. In doing so, the Contractor shall support the Lead Agency in meeting the strategic plan's overall goal to reduce the negative consequences of opioids on youth in extended foster care in Alameda County. Contractor shall complete the following:
 - a. Plan and implement the OAYI Awareness Initiative:
 - (1) Meet bi-weekly with the Site Director to provide project updates and strategic guidance around planning and implementation of the Awareness Initiative.
 - (2) Share documents for input and approval by the Site Director .
 - (3) Engage and recruit youth, peers, and local community-based organizations to support outreach and initiative activities that are culturally and linguistically competent
 - (4) Prepare regular presentations to the OAYI Task Force

Exhibit A

- (5) Coordinate with the Site Director, research partner, and Task Force
- (6) Assure confidentiality agreements, if necessary
- (7) Provide administrative support to coordinate virtual meetings, distribute agendas and materials, take meeting minutes, conduct outreach, and develop and tracking incentive and recruitment plans
- (8) Assist the Site Director with identifying and removing barriers to program implementation
- (9) Conduct trainings using best practices for effective training and learning
- (10) Provide advisory service on sustaining long-term stigma reduction efforts beyond implementation of the Awareness Initiative

V. SERVICE DELIVERABLES

<i>Item</i>	<i>Social Marketing Activity</i>	<i>Activities/Deliverables</i>	<i>Estimated number of hours</i>	<i>Timeline</i>
1	Media/Marketing: Implement the media/marketing plan for reaching the target demographic (youth providers and youth in extended foster care in East Oakland)	Develop a digital/web-based toolkit informed by subject matter experts, and professional design of elements, including one round of review for feedback each with client and key stakeholders.	34 hours, plus vendor costs	December 1, 2020 – January 30, 2021
		Provide consultation to Alameda County Probation department to develop a project landing page on the Alameda County Probation website for the digital toolkit.	50 hours	December 1, 2020 – January 30, 2021
		Design and develop content for pocket cards. Deliver print-ready file. Print pocket cards, quantity to be determined as budget allows.	11 hours, plus vendor and printing costs	December 1, 2020 – February 15, 2021

	Develop small group virtual training content and facilitation guide informed by professional designer, includes recruitment of East Oakland community-based organization(s). Recruit East Oakland community-based organization(s) (and youth peers if possible) to assist with outreach and facilitation for small group virtual trainings.	43 hours, plus vendor costs	January 30, 2021
	Oversee and manage the implementation of two training webinars for leadership and management.	43 hours, plus vendor costs	January 1, 2021 – April 30, 2021
	Develop and implement up to two training/webinars with local partners including developing content, professional design of materials, promotion, and facilitation and delivery.	10 hours, plus vendor costs	December 1, 2020 – April 30, 2021
	Engage in close collaboration with the OAYI Project Director, Taskforce (including the Executive Steering Committee), and project evaluator/research partner.	60 hours, plus vendor costs	December 1, 2020 – April 30, 2021
	Stipends for local community-based organization(s), including youth peers, to assist with outreach and facilitation for small group trainings.	0	December 1, 2020 – February 15, 2021
	Stipends for youth for review and feedback on materials and content for all deliverables, as needed.	0	December 1, 2020 – February 15, 2021

VI. REPORTING REQUIREMENTS

- A. Report on number of attendees at training initiatives, also provide basic contact information so that pre- and post-evaluations can be administered (email and name and organization, for example)

Exhibit A

- B. Report on number and types of materials distributed
- C. 80% of deliverables and activities are completed on time

VII. ADMINISTRATIVE REQUIREMENTS

A. Funding Acknowledgments

Contractor shall ensure all written materials, publications, electronic media which are produced with funds from this contract and/or pertains to the target population being serviced by this contract will include a funding acknowledgment statement in the form of a sentence under a separate heading entitled "Funding" directly after your acknowledgements. All written materials, publications, electronic media which include the funding statement and logo shall be submitted to the funding agency prior to mass production. Please see following example of a funding statement:

This publication was prepared under grant # 2019-C2-BX-0000 from the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Justice. Points of view or opinions expressed in this document are those of the author/s and do not necessarily represent the official position or policies of OJJDP or the U.S. Department of Justice.

This work is supported by the Alameda County Probation Department.

EXHIBIT B

PAYMENT TERMS

1. Within thirty (30) days upon receipt, review, and approval of invoice, the County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the services provided following review and approval of invoices.
2. Contractor shall invoice the County once per quarter on or before the 10th day following the end of the quarter. Invoices will be reviewed for accuracy and approval by ACPD. Invoices shall be submitted via e-mail to: danderso@acgov.org and probcontractsinvoice@acgov.org Contractor shall provide additional backup documentation and other information and records as requested by the County.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$78,500. This cost includes all taxes and all other charges.
4. **FEDERAL SUBRECIPIENT COMPLIANCE & MONITORING:** The County is responsible for monitoring the programmatic and financial activities of award subrecipients to ensure proper stewardship of federal funds. All pass-through entities are required to monitor their subrecipients. The requirements for subrecipient monitoring can be found in 31 U.S.C. § 7502 and in Title 2 C.F.R. § 200 (including, but not limited to, the sections on “Subrecipient Monitoring and Management” contained in Subpart D and audit requirements applicable to subrecipients contained in Subpart F). The County desires to grant a “subaward” to the Contractor as a funding pass-through from the Department of Justice (DOJ), as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for DOJ Awards, Title 2 C.F.R. § 200 (the “Uniform Guidance”) of the Prime Award (the “Subaward”) to Subrecipient in accordance with the requirements of Title 2 and the regulations and guidelines promulgated thereunder and by DOJ, as well as other applicable law. Certain information required by the Uniform Guidance, to be included in this Agreement with respect to the Subrecipient/Subaward compliance and monitoring is set forth in Exhibit E.
5. **No Supplanting of Funds:** Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.
6. Payments are subject to the budget table below (December 1, 2020 – July 31, 2021):

COST SUMMARY		
Staff hours	\$34,000	
Vendor hours	\$34,500	
Personnel Cost		\$68,500

Exhibit B

Pocket card printing	\$3,500	
Youth and community stipends	\$6,500	
Other Direct Cost		\$10,000
Direct Cost		\$78,500
Total Cost		\$78,500

Exhibit B

EXHIBIT C

MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A 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: \$1,000,000 per accident for bodily injury or disease
D <u>Endorsements and Conditions:</u>	
<ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <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. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**
(Applicable to all agreements funded in part or whole with federal funds
and contracts over \$25,000).

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

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: The Social Changery

PRINCIPAL: Aubrey Lara **TITLE:** Principal

SIGNATURE:  **DATE:** 12/28/2020

EXHIBIT E

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, Owner 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.

on (2) The Contractor will, in all solicitations or advertisements for employees placed by or

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.

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.

Exhibit E Page 9 of 9

- 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 E-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, REGISTRY NETWORK, INC., 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.


<p>DocuSigned by:  8DA8E0CF5B364F1...</p> <hr/> <p>Signature of Contractor's Authorized Official</p> <p>Aubrey Lara</p> <hr/> <p>Name</p> <p>Principal</p> <hr/> <p>Title</p>	<p>12/28/2020</p> <hr/> <p>Date</p>
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EXHIBIT F

PRISON RAPE ELIMINATION ACT (PREA) CERTIFICATION

115.317 (a)

Hiring and Promotion Decisions

(A) The agency shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor who may have contact with residents, who—

(1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

(2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.

115.317 (d)

Hiring and Promotion Decisions

(d) The agency shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with

115.317 (e)

Hiring and Promotion Decisions

(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.

115.332 (a)

Volunteer and contractor training.

(a) The agency shall ensure that all volunteers and contractors who have contact with residents have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

115.332 (b)

Volunteer and contractor training.

(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.

115.332 (c)

Volunteer and contractor training.

(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.

PRISON RAPE ELIMINATION ACT (PREA) CERTIFICATION

**EXHIBIT F
PRISON RAPE ELIMINATION ACT (PREA) CERTIFICATION**

PREA Law prohibits the department from hiring or promoting anyone who may have contact with youth, and shall not enlist the services of any contractor, who may have contact with youth, who:

- (3) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
- (4) Has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse
- (5) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (b) (2) of this section.

PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1) Have you ever engaged in sexual misconduct, such as sexual abuse, in any confinement setting such as jails, prisons, and/or juvenile detention facilities? YES NO
- 2) Have you been convicted of engaging in sexual misconduct that facilitated by force or coercion, or without the victims consent? YES NO
- 3) Have you attempted to engage in sexual misconduct by force or coercion, or without the victims consent? YES NO
- 4) Have you ever been civilly or administratively adjudicated for engaging in any of the above acts? YES NO

PRISON RAPE ELIMINATION ACT
CERTIFICATION ACPD Form #135
Rev 2/21/2019