



ALAMEDA COUNTY PROBATION DEPARTMENT

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

WENDY STILL, MAS
Chief Probation Officer

November 28, 2018

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

SUBJECT: AWARD CONTRACTS FOR DELINQUENCY PREVENTION NETWORK SERVICES (PROGRAMS); MASTER CONTRACT NO. 901630; AMOUNT: \$3,938,283

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to negotiate and execute contracts (Master Contract No. 901630) to provide delinquency prevention network program services to Alameda County Probation Department's juvenile clients, for a three-year term with the approximate date range of 1/1/19 – 12/31/21, in the amount of \$3,938,283, with the following vendors:

- A. Procurement Contract No. 17666; Berkeley Youth Alternatives (Principal: Kevin Williams; Location: Berkeley), for *Life Skills and Support Services* and *Mentoring* services, in the amount of \$67,500;
- B. Procurement Contract No. 17667; Centerforce (Principal: Dolores Lyles; Location: Oakland), for *Diversion* and *Restorative Justice* services in the amount of \$1,013,712;
- C. Procurement Contract No. 17669; City of Hayward, for *Diversion, Life Skills and Support Services*, and *Restorative Justice* services, in the amount of \$712,500;
- D. Procurement Contract No. 17670; City of Union City, for *Diversion, Life Skills and Support Services, Civic and Social Engagement, Mentoring*, and *Restorative Justice* services, in the amount of \$540,000;
- E. Procurement Contract No. 17671; Fresh Lifelines for Youth (Principal: Katie Sandoval-Clark; Location: Oakland), for *Civic and Social Engagement* and *Mentoring* services, in the amount of \$332,571;
- F. Procurement Contract No. 17673; Youth ALIVE! (Principal: Anne Marks; Location: Oakland), for *Civic and Social Engagement* services, in the amount of \$636,000; and
- G. Procurement Contract No. 17674; Youth UpRising (Principal: Sharon Brown; Location: Oakland), for *Life Skills and Support Services*, in the amount of \$636,000.

DISCUSSION/SUMMARY:

The Alameda County Probation Department's (ACPD) mission is to support and restore communities by providing compassionate supervision and accountability to justice-involved youth and adults and to provide preventive and rehabilitative services through evidence-based practices (and collaborative partnerships). ACPD is committed to promoting the use of best practices through data-driven, performance-based supervision, services, and opportunities that will result in positive behavior change and life options for youth.

The Delinquency Prevention Network (DPN) was established to provide services to non-system involved "at-risk" youth and families throughout Alameda County. During the late 1990's the DPN expanded their reach of services to also include probation-involved youth. Since then, ACPD has had a longstanding contractual relationship with Alameda Community-Based Organizations and City Governmental agencies that comprise the DPN to serve youth and families who are referred for services across various decision points in Alameda County's juvenile justice system, including: diversion, informal probation, formal probation, non-probation involved, and truant.

ACPD is seeking to contract with qualified vendors to provide delinquency prevention program services to the target population—which consists of at-risk and system-involved youth in Alameda County ages 8 to 18, Transition Age Youth ages 18-21 (with active Probation involvement or Non-Minor Dependents), and youth at risk of becoming wards. Services will be based on a family strengths approach to stabilize the youth and their family, as well as to reduce at-risk behavior by providing immediate, cultural, and gender responsive services rooted in evidence-based interventions. Network providers will also use positive youth development-practices and a trauma-informed approach to care when providing services.

Contractors will provide services in one or more of the following program categories: (1) Diversion, (2) Life Skills and Support Services, (3) Civic and Social Engagement, (4) Mentoring, and (5) Restorative Justice. Additionally, Contractors shall service one or more of the following regions: Region 1 (Oakland), Region 2 (Hayward), Region 3-A (Castro Valley, San Leandro, San Lorenzo), Region 3-B (Fremont, Newark, Union City), Region 4 (Alameda, Albany, Berkeley, Emeryville), and Region 5 (Dublin, Livermore, Pleasanton, Sunol).

Region 3-A and Region 5 did not receive any qualifying bids in any service categories. Mentoring in Region 2 did not receive any qualifying bids; Diversion, Civic, and Social Engagement, and Restorative Justice in Region 4 also did not receive any qualifying bids. This is the second Delinquency Prevention Network (DPN) Request for Proposal (RFP) submitted by Probation this year. The first RFP has substantial contracts in these areas already. The robust services include diversion, case management and counseling.

SELECTION CRITERIA/PROCESS:

ACPD has determined that Alameda County does not currently have the resources to provide delinquency prevention program services.

ACPD worked with GSA-Procurement to develop a Request for Proposal (RFP). The RFP was issued on April 27, 2018; posted on the website for 61 days; emailed to 82 interested vendors, and sent to the

subscribers of the E-Gov Goods and Services – Current Contract Opportunities mailing service. One networking/bidders conferences were held and attended by 21 vendors.

On June 27, 2018, sixteen responses to the RFP were received. All responses were interviewed and evaluated by the County Selection Committee. A maximum total of 525 evaluation points were available for this RFP. The total evaluation points include 25 preference points derived from a 5% preference for certified Small Local Emerging Business (SLEB) vendors. As part of the RFP, bidders were required to be a local vendor, based in Alameda County. A summary of the evaluation can be found in Attachment 1. The highest scoring bidder in each Service Category/Region is being recommended for award.

Five of the awarded bidders are certified SLEB's: (1) Berkeley Youth Alternatives; Principal: Kevin Williams; Location: Berkeley [Certified Small: 13-00074; Expires: 4/30/20]; (2) Centerforce; Principal: Dolores Lyles; Location: Oakland [Certified Small: 16-00033; Expires: 4/30/19]; (3) Fresh Lifelines for Youth, Inc.; Principal: Katie Sandoval-Clark; Location: Oakland [Certified Small: 16-00032; Expires: 4/30/20]; (4) Youth ALIVE!; Principal: Anne Marks; Location: Oakland [Certified Small: 18-00055; Expires: 5/31/19]; and (5) Youth UpRising, Principal: Sharon Brown; Location: Oakland [Certified Small: 11-00087; Expires: 4/30/19]. The remaining two awarded (City of Hayward; City of Union City) are both government entities and are exempt from meeting the SLEB requirement; the Office of Acquisition Policy has issued SLEB Waiver Nos. 5600 (Expires: 12/31/21) and 5601 (Expires: 12/31/21) for Hayward and Union City respectively.

FINANCING:

Funding for the total amount of \$3,938,283 over the three-year contract period will come from state allocations for Juvenile Probation Activities Funding. Appropriations of \$656,381 for the first six months of the contract is included in ACPD's FY 2018-19 Approved Budget and will be requested in subsequent budget years. There will be no increase in net County cost.

VISION 2026 GOAL:

Delinquency prevention services reduce the reliance on incarceration and break the inter-generational cycle of incarceration which meets the 10X goal pathway of a **Crime Free County** in support of our shared vision of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Wendy Still, MAS
Chief Probation Officer



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

Attachments

WAH:LL:th/I:\Board Letters\Purchasing\FY 2018-19\901630 BL-BN DPN Programs.docx

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

EVALUATION SUMMARY

<i>Vendor</i>	<i>Location</i>	<i>SLEB</i>	<i>Evaluation Points</i>
REGION 1 [Oakland]			
Diversion			
<i>Centerforce</i>	<i>Oakland</i>	<i>Y</i>	<i>333</i>
East Bay Asian Youth Center	Oakland	Y	275
East Bay Agency for Children	Oakland	Y	268
The Mentoring Center	Oakland	Y	175
Life Skills and Support Services			
<i>Youth Uprising</i>	<i>Oakland</i>	<i>Y</i>	<i>347</i>
Margot's Community Center	Oakland	N	333
Bay Area Community Resources	Oakland	N	328
East Bay Asian Youth Center	Oakland	Y	287
The Mentoring Center	Oakland	Y	181
Civic and Social Engagement			
<i>Youth ALIVE!</i>	<i>Oakland</i>	<i>Y</i>	<i>415</i>
Alternatives in Action	Oakland	N	325
Communities United for Restorative Youth	Oakland	N	311
Fresh Lifelines for Youth	Oakland	Y	306
Youth Together	Oakland	N	256
The Mentoring Center	Oakland	Y	171
Mentoring			
<i>Fresh Lifelines for Youth</i>	<i>Oakland</i>	<i>Y</i>	<i>288</i>
Community & Youth Outreach	Oakland	Y	223
The Mentoring Center	Oakland	Y	181
Restorative Justice			
<i>Centerforce</i>	<i>Oakland</i>	<i>Y</i>	<i>343</i>
REGION 2 [Hayward]			
Diversion			
<i>City of Hayward</i>	<i>Hayward</i>	<i>N</i>	<i>389</i>
Life Skills and Support Services			
<i>City of Hayward</i>	<i>Hayward</i>	<i>N</i>	<i>378</i>
Civic and Social Engagement			
<i>Fresh Lifelines for Youth</i>	<i>Oakland</i>	<i>Y</i>	<i>308</i>
Mentoring			
no bids received	-	-	-
Restorative Justice			
<i>City of Hayward</i>	<i>Hayward</i>	<i>N</i>	<i>362</i>
REGION 3-A [Castro Valley, San Leandro, San Lorenzo]			
no bids in Region 3-A for any services categories			

REGION 3-B [Fremont, Newark, Union City]			
Diversion			
<i>City of Union City</i>	<i>Union City</i>	<i>N</i>	<i>339</i>
Life Skills and Support Services			
<i>City of Union City</i>	<i>Union City</i>	<i>N</i>	<i>341</i>
Civic and Social Engagement			
<i>City of Union City</i>	<i>Union City</i>	<i>N</i>	<i>334</i>
Mentoring			
<i>City of Union City</i>	<i>Union City</i>	<i>N</i>	<i>326</i>
Restorative Justice			
<i>City of Union City</i>	<i>Union City</i>	<i>N</i>	<i>324</i>

REGION 4 [Alameda, Albany, Berkeley, Emeryville]			
Diversion			
<i>*no bids received*</i>	<i>-</i>	<i>-</i>	<i>-</i>
Life Skills and Support Services			
<i>Berkeley Youth Alternatives</i>	<i>Berkeley</i>	<i>Y</i>	<i>302</i>
Civic and Social Engagement			
<i>*no bids received*</i>	<i>-</i>	<i>-</i>	<i>-</i>
Mentoring			
<i>Berkeley Youth Alternatives</i>	<i>Berkeley</i>	<i>Y</i>	<i>302</i>
Restorative Justice			
<i>*no bids received*</i>	<i>-</i>	<i>-</i>	<i>-</i>

REGION 5 [Dublin, Livermore, Pleasanton, Sunol]			
no bids in Region 5 for any services categories			

CONTRACT SUMMARY
DELINQUENCY PREVENTION NETWORK (PROGRAMS)
RFP No. 901630
JANUARY 1, 2019 – DECEMBER 31, 2021

Vendor	Location	Dollar Value of Contract Award	Local Participation		Small and Local Participation		Emerging and Local Participation	
			Percentage	Dollar Amount	Percentage	Dollar Amount	Percentage	Dollar Amount
Berkeley Youth Alternatives Principal: Kevin Williams Certified Small: 13-00074 Expiration: 4/30/2020	1255 Allston Way Berkeley, CA	\$67,500	100%	\$67,500	100%	\$67,500	0%	\$0
Centerforce Principal: Dolores Lyles Certified Small: 16-00033 Expiration: 4/30/2019	1904 Franklin Street Suite 418 Oakland, CA	\$1,013,712	100%	\$1,013,712	100%	\$1,013,712	0%	\$0
City of Hayward Principal: Kelly McAdoo SLEB Waiver No. 5600 Expiration: 12/31/2021	777 B St. Hayward, CA	\$712,500	100%	\$712,500	0%	\$0	0%	\$0
City of Union City Principal: Kristie Potter SLEB Waiver No. 5601 Expiration: 12/31/2021	34009 Alvarado Niles Rd. Union City, CA	\$540,000	100%	\$540,000	0%	\$0	0%	\$0
Fresh Lifelines for Youth, Inc. Principal: Katie Sandoval-Clark Certified Small: 16-00032 Expiration: 4/30/2020	333 Hegenberger Road Suite 707 Oakland, CA	\$332,571	100%	\$332,571	100%	\$332,571	0%	\$0
Youth ALIVE! Principal: Anne Marks Certified Small: 18-00055 Expiration: 5/31/2019	3300 Elm Street Oakland, CA	\$636,000	100%	\$636,000	100%	\$636,000	0%	\$0
Youth UpRising Principal: Sharon Brown Certified Small: 11-00087 Expiration: 4/30/2019	8711 MacArthur Boulevard Oakland, CA	\$636,000	100%	\$636,000	100%	\$636,000	0%	\$0
Total Dollar Value of Contract Award			Total Local Participation		Total Small and Local Participation		Total Emerging and Local Participation	
\$3,938,283			\$3,938,283		\$2,685,783		\$0	

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 4/1/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Centerforce, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Delinquency Prevention Network Programs services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Delinquency Prevention Network Programs 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	Specifications
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit F	The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from March 1, 2019 through February 28, 2022.

The compensation payable to Contractor hereunder shall not exceed One Million Thirteen Thousand Seven Hundred Twelve Dollars (\$1,013,712) 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	CENTERFORCE
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By: DocuSigned by:
John Glann
EB371BC6D6094E... Signature

By: DocuSigned by:
Dolores Lyles
C609AF3FD1E04... Signature

Name: John Glann
(Printed)

Name: Dolores Lyles
(Printed)

Title: Purchasing Manager

Title: Executive Director

Date: 3/26/2019

Date: 3/26/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422... Signature

Name: Kimberly Gasaway
(Printed)

Title: Chiefy Deputy, Administration

Date: 4/1/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees,

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

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

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

Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: ALAMEDA COUNTY PROBATION DEPARTMENT
1111 Jackson Street, 8th Floor
Oakland, CA 94607
ATTN: Mariana Dailey

To Contractor: Centerforce
1904 Franklin Street, Suite 418
Oakland, CA 94612
ATTN: Dolores Lyles

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 Delinquency Prevention Network (Programs) Services shall

not exceed \$1,013,712 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 certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

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

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to

a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (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 by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Delinquency Prevention Network (Programs) with the requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901630, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

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

Name	Title
Dolores Lyles	Executive Director
Alana Russaw	Program Manager
Jennifer Guardado	Program Staff

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

which approval shall not be unreasonably withheld.

III. PROGRAM FRAMEWORK

Contractor's services shall meet and/or address the following general requirements of the program/project framework, which shall take into consideration the diversity of clients overall.

- A. **Positive Youth Development Approach:** (PYD) is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and their achievement of key developmental stages. The PYD framework is an alternative to viewing adolescent development through the lens of problems and deficits. Contractor shall use and integrate into the operation of their contract the principles of PYD. The PYD frameworks share the following five basic assumptions:
1. Healthy messages to youth about their bodies, behaviors, interpersonal relationships, and interactions;
 2. Safe and structured places for youth to study, recreate, and socialize;
 3. Strong relationships with adult role models;
 4. Skill development in literacy competence, work readiness, and social skills; and
 5. Opportunities for youth to serve others and build self-esteem
- B. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the at-risk and system-involved youth. Contractor shall have the cultural competency required to successfully serve the target population in any service categories awarded. This competency spans not just race/ethnicity and language capacity, but it includes understanding and reflecting client's shared experiences, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
- C. **Evidence-Based Practices:** Contractor shall incorporate practices with evidence of effectiveness. Contractor shall also use the following eight evidence-based principles in order to achieve effective interventions:
1. Assess Actuarial Risk/Needs
 2. Enhance Intrinsic Motivation
 3. Target Interventions

4. Skill Train with Directed Practice (Use Cognitive Behavioral Treatment methods)
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

For all service, treatment, or rehabilitative programs, the Contractor shall utilize and incorporate evidence-based correctional practices that are widely accepted as strategies to improve client mental health and behavioral outcomes. Greater consideration will be given to those programs that has demonstrated and incorporated evidence-based practices in their existing program, services, and curriculum.

D. Trauma-Informed Care (TIC): Contractor shall design activities in such a way that prevents re-traumatization; services shall respond to maladaptive coping mechanisms in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust. Contractor(s) shall use the following guidelines in order to ensure that they are conducting a trauma-informed care approach to services:

1. **Consumer Involvement:** Involve trauma survivors, consumers, and family members. These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, quality assurance, access to peer support, workforce development, and evaluation).
2. **Cross-Sector Collaboration:** There is collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.
3. **Interventions:** All interventions, including screening and assessment, are based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and trauma-specific interventions are acceptable, effective and available for individuals, youth, and families seeking services.
4. **Training and Workforce Development:** Training on trauma and how to respond is available for all staff. A human resource system

incorporates trauma-informed principles in hiring, supervision, and staff evaluation. Procedures are in place to support staff with trauma histories.

5. **Consultation and Supervision:** All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the work place, including interactions between staff and clients, and among staff themselves.
 6. **Physical Environment:** Investments are made to ensure the physical environment promotes a sense of safety for clients and staff.
 7. **Quality Assurance:** There is ongoing assessment, tracking, and ongoing of trauma-informed principles.
- E. **Developmentally Appropriate:** Contractor shall be attuned to the developmental impact of negative experiences and address related strengths and deficits to ensure youth develop a healthy trajectory
- F. **Understanding Experiences:** Contractor shall address how youth frame what has happened to them in the past and help youth positively shape their beliefs about the future.
- G. **Coping Strategies:** Contractor shall help youth transform maladaptive coping methods into healthier, more productive strategies.
- H. **Social Support:** Contractor shall include strategies for helping youth build protective factors such as connections with schools, employment, health care, legal services, appropriate family members and other caring adults.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall have plans in place for addressing the following administrative requirements:

- A. Background Checks
 1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants who have regular and/or unsupervised private contact with youth served by the organization. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law.
 - a. For all of Contractor's staff 18 years of age and over, Contractor's shall conduct background checks that include Live Scan Fingerprint services, as well as any other

background checks necessary to provide services under this agreement.

2. To the extent the Contractor is able, the plan shall include the Federal Bureau of Investigation (FBI) criminal history records, including fingerprint checks and child abuse and neglect registry checks. If a Contractor is unable to obtain FBI criminal history information or child abuse and neglect registry information, the Contractor's must detail its efforts to obtain such information and the impediments encountered.
3. In addition, as appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport youth), and professional licensing records.

B. Emergency Preparedness Plan:

1. Contractor shall have a preparedness, response, and recovery plan. The plan should contain strategies for addressing evacuation, security, food, medical supplies, and notification to youths' families, as appropriate. In the event of an evacuation due to specific facility issues, such as fire, loss of utilities, or at the direction of authorities, an alternative location needs to be established and posted.

C. Staff Development and Training Plan

1. Contractor shall ensure that all paid and volunteer workers are trained on the Core Competencies of Youth Workers necessary to carry out the objectives and activities of the contract. This shall include, but is not be limited to, positive youth development, trauma-informed care, evidence-informed practices, outreach and recruitment, human trafficking prevention and intervention, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency.
2. Contractor shall have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the DPN. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.

3. Contractor shall agree to provide staff with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice involved individuals and evidence-based practices may be required.
4. Contractor's Executive Director shall supervise and evaluate Program Managers; Program Managers shall supervise and evaluate Program Staff.
 - a. Supervision shall be conducted weekly to ensure continuous program performance and quality improvement.
 - b. Formal staff evaluations shall be conducted annually and recorded in personnel files.

D. 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. The funding agency should be written out in full, an approved logo attached followed by the RFP number in square brackets. 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 work was supported by the Alameda County Probation Department, Delinquency Prevention Network Programs services, Master Contract No. 901630.

V. **SPECIFIC REQUIREMENTS**

- A. Engage in the coordinated entry process in the community.
 1. Contractor(s) shall provide services at the following Service Delivery Sites:
 - a. Contractor's facility, which shall be accessible to the public 24 hours/day;

1904 Franklin Street, Suite 418
Oakland, CA 94612
 - b. Client's home;
 - c. Probation offices;

- d. School; and
- e. Any other sites that support the client and family engagement process.

B. Target Population:

- 1. Contractor shall provide core intervention services to at-risk and system-involved youth which includes youth who are habitual truants, runaways and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families; to at-risk and justice-involved youth (informal and formal probation), ages 8 to 18; and Transition Age Youth (TAY), ages 18 to 21 (with active probation involvement or Non-Minor Dependents) non-probation involved and truant youth.
 - a. Minimum Number of Unduplicated Youth to be Served Annually:
 - (1) Diversion: 120
 - (2) Restorative Youth: 100
 - b. Service Area: Oakland

C. Program Services (Diversion)

- 1. Contractor shall provide Diversion program services to first-time juvenile offenders through its CYC (Centerforce Youth Court).
 - a. CYC shall be peer and community-based; whenever possible, youth assigned to adjudication shall be met by their classmates and introduced to a support system.
 - b. In tandem with the first-time offender, Contractor shall recruit Alameda County youth interested in volunteering to learn about the judicial process and to serve as CYC attorneys (both prosecution and defense), as well as jurors and bailiffs.
 - c. Youth who would otherwise be referred for prosecution to the District Attorney shall be given the option and opportunity to have case management with their parent(s), their case handled by peers in a court-like setting, and adjudicated (including a penalty imposed, e.g., community service and a CYC-based class such as Anger Management).
- 2. Contractor shall provide case management counseling to referred

youth and parents.

3. Contractor shall prepare youth for their CYC hearing.
4. Contractor shall oversee and support peer adjudication of their cases.
5. Contractor shall provide educational alternatives in lieu of criminal sentences.
6. Case Management/Assessment:
 - a. Contractor shall assess the actuarial risk and needs of participants utilizing a validated risk/needs assessment tool, the Youth Level of Service/Case Management Inventory (YLS/CMI).
 - b. Using the YLS/CMI, Contractor's case manager shall develop a treatment plan to address individual criminogenic needs.
 - c. Contractor shall utilize the results of the YLS/CMI risk assessment to prioritize staff time to work more intensively with youth who are most at risk to reoffend.
 - d. Contractor shall group parents together in classes regardless of youth risk assessment.
 - e. Youth will be case managed and counselled individually and higher risk youth will be prioritized for more intensive intervention.
7. Contractor's program shall be structured to prevent formal entry into the juvenile justice system.
8. Contractor shall develop strategic partnerships in an effort to better meet the intervention and treatment needs of youth.
9. Contractor shall be responsible for building relationships with school districts to develop site-specific alternatives to suspension programming.

D. Program Services (Restorative Justice)

1. Contractor's program shall utilize restorative practices to facilitate accountability strategies, which shall encourage youth to take responsibility and make amends for the harm caused within their communities.
2. Contractor shall have the capacity to serve youth both in and out of

custody.

3. Case Management/Assessment:

- a. Contractor shall assess the actuarial risk and needs of participants utilizing a validated risk/needs assessment tool, the Youth Level of Service/Case Management Inventory (YLS/CMI).
- b. Contractor shall utilize the YLS/CMI to conduct individualized needs assessment, including those of marginalized sub-populations.
- c. Contractor shall conduct ongoing assessments to ensure that client needs are being met.

E. Implement ACPD-approved screening and assessment tools that will guide identification, assistance, and referral for delivery of appropriate services.

1. Contractor shall assess the actuarial risk and needs of participants utilizing a validated risk/needs assessment tool, the Youth Level of Service/Case Management Inventory (YLS/CMI).

F. Provide comprehensive delinquency prevention services to help youth make a successful transition. Components of comprehensive services must include:

1. **Outreach and Recruitment Plan:** Contractor shall provide services that are completely accessible to clients and their families (including hours of operation and days available).
2. **Record Keeping and Case Management for Youth:**
 - a. Contractors shall make contact and/or document attempts to reach youth and families referred for DPN services within three business days.
 - b. For any youth referred by ACPD, Contractor shall confirm receipt of the service referral request before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or designee) who completed the referral for services.
 - c. Contractor shall maintain an electronic database that allows for data entry and program enrollment from any web-enabled computer or device.

(1) Within this database, Contractor shall a program-specific intake form and other data collection screens to prompt staff to collect all data required for reporting and outcomes assessment.

d. **Service Coordination Plan:** Contractor shall service youth referred by the following sources: ACPD, Law Enforcement, School, Family, Self, or Community Referral. This includes youth referred to the ACPD through Notice to Appear (NTA); on formal or informal probation; or court ordered informal probation. Other referrals may come from District Attorney, Public Defender, or the Juvenile Court and Law Enforcement Agencies in Alameda County.

3. **Collateral Linkages:**

Contractor shall maintain a well-established network of youth-focused reentry and other supportive service providers including medical, behavioral health, and other social services (e.g., Alternative in Action with Children’s Hospital Oakland, Chappell Hayes Health Center, Axis Community Health, Berkeley Youth Alternatives, Center for Family Counseling, East Bay Asian Youth Center, Eden Counseling Services, Family Service Counseling and Community Resource Center, Girls Incorporated of Alameda County Pathways Counseling Center, and Horizons Family Counseling).

4. **Follow-up/Aftercare:**

Contractor shall follow up with all clients 6 and 12 months post service discharge via telephone with a survey to assess whether clients have: (1) recidivated, or (2) are in need of additional services or referrals. Services will be provided as indicated.

G. **Implementation Plans**

1. The table below shall provide a baseline implementation plan for Contractor’s Diversion Program.

MEASURABLE OBJECTIVE 1: Conduct Staff Refresher Training on Youth Court Best Practices for Youth Volunteer Staff		
Key Activity	Milestone (Measure)	Timeline
Schedule refresher training	Date(s) set; invites issued (Copy of invite/announcement)	Month 1
Conduct refresher training	Training(s) conducted (Sign in sheet for training)	Months 1-2

MEASURABLE OBJECTIVE 2: Conduct Outreach to Probation, Police Departments, Schools and Other

Referral Sources		
Key Activity	Milestone (Measure)	Timeline
Develop Outreach Materials	Materials developed (Copy of materials)	Month 1
Contact Existing Referral Sources for Presentation Opportunities	Minimum of five referral sources contacted (Contact log; notes or referral system preferences)	Months 1-2
Research New Referral Sources and Establish Relationships for Referrals	Conduct online research, presentations to schools, PTAs, etc. to identify new opportunities (Written report on research and new opportunities)	Month 2
Conduct Outreach Presentations	Presentations Conducted (Calendar; sign in sheets)	Month 2

MEASURABLE OBJECTIVE 3: Establish Referral Processes to Maximize Referrals		
Key Activity	Milestone (Measure)	Timeline
Conduct Referral Preference Survey of Existing Referral Sources	Survey conducted (Survey; survey responses)	Month 2
Create Referral Processes as Indicated by Survey (e.g. phone line, form for fax submission, online form, email contact)	New referral processes established. (Memo detailing new referral processes)	Months 2-3
Incorporate Referral Processes into Outreach Materials	Updated Outreach Materials to reflect new referral processes	Month 3

MEASURABLE OBJECTIVE 4: Provide Youth Court Diversion Case Management and Adjudication Services to 120 Youth in Oakland		
Key Activity	Milestone (Measure)	Timeline
Receive Referral of First-Time Offender Youth	Referrals received (Database documentation)	Months 2-12
Meet with Youth and Parent to enroll and conduct Case Management	Meetings conducted (Database documentation)	Months 2-12
Schedule and Conduct Youth Court Adjudication Hearings	Youth Court hearings scheduled and conducted (Calendar; Database documentation)	Months 2-12

MEASURABLE OBJECTIVE 5: Reduce Recidivism of First-Time Offender Youth Compared to Non-Diversion Alameda Youth		
Key Activity	Milestone (Measure)	Timeline
Establish Relevant Comparison Measure	Research existing Alameda County Youth Recidivism data	Months 1-2
Establish data collection process to gather participant recidivism data	Develop protocol for 6 and 12 month follow up; include consent for follow up in database. (Protocol; database documentation)	Months 3-4
Collect Data (Conduct 6 and 12 month follow-ups)	Data collected (databased documentation)	Months 7-12 (and ongoing)
Prepare Monthly and Bi-Annual Outcomes Report	Reports prepared (reports)	Per reporting schedule

2. The table below shall provide a baseline implementation plan for Contractor's Restorative Justice Program.

MEASURABLE OBJECTIVE 1: Conduct Outreach to Probation, Police Departments, Schools and Other Referral Sources		
Key Activity	Milestone (Measure)	Timeline
Develop Outreach Materials	Materials developed (Copy of materials)	Month 1
Contact Existing Referral Sources for Presentation Opportunities	Minimum of five referral sources contacted (Contact log; notes or referral system preferences)	Months 1-2
Research New Referral Sources and Establish Relationships for Referrals	Conduct online research, presentations to schools, PTAs, etc. to identify new opportunities (Written report on research and new opportunities)	Month 2
Conduct Outreach Presentations	Presentations Conducted (Calendar; sign in sheets)	Month 2

MEASURABLE OBJECTIVE 2: Establish Referral Processes to Maximize Referrals		
Key Activity	Milestone (Measure)	Timeline
Conduct Referral Preference Survey of Existing Referral Sources	Survey conducted (Survey; survey responses)	Month 2
Create Referral Processes as Indicated by Survey (e.g. phone line, form for fax submission, online form, email contact)	New referral processes established. (Memo detailing new referral processes)	Months 2-3
Incorporate Referral Processes into Outreach Materials	Updated Outreach Materials to reflect new referral processes	Month 3

MEASURABLE OBJECTIVE 3: Provide CRJ Services and Case Management to 100 Youth in Oakland		
Key Activity	Milestone (Measure)	Timeline
Receive Referral of First-Time Offender and Other Youth	Referrals received (Database documentation)	Months 2-12
Meet with Youth and Parent to enroll and conduct Case Management	Meetings conducted (Database documentation)	Months 2-12
Conduct Restorative Justice Educational Program	Youth Court hearings scheduled and conducted (Calendar; Database documentation)	Months 2-12

MEASURABLE OBJECTIVE 4: Reduce Recidivism of Offender Youth Compared to Non-CRJ Involved Alameda Youth		
Key Activity	Milestone (Measure)	Timeline
Establish Relevant Comparison Measure	Research existing Alameda County Youth Recidivism data	Months 1-2
Establish data collection process to gather participant recidivism data	Develop protocol for 6 and 12 month follow up; include consent for follow up in database. (Protocol; database documentation)	Months 3-4
Collect Data (Conduct 6 and 12 month follow-ups)	Data collected (databased documentation)	Months 7-12 (and ongoing)
Prepare Monthly and Bi-Annual Outcomes Report	Reports prepared (reports)	Per reporting schedule

VI. PERFORMANCE MEASURES and DELIVERABLES

- A. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.

The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of youth referred for any of the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Number of youth referred by referral type: Probation, Law Enforcement, School, Family, Self, or Community.
2. How well was it done?
 - a. Number and percentage of youth who received the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Of those youth referred by Probation, the number/percent who received services.
 - c. Of those referred, 85% will be enrolled in the service provided.
 - d. 80% of the youth will receive the service within one week of referral.
 - e. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.
3. Are participants better off?
 - a. Within six months of program completion, 75% of participating youth will not be arrested or reoffend, to be confirmed with Probation data.

- b. 75% of youth should experience a reduction of identified risk behaviors, based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

B. Reports

1. Monthly Reports

Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:

- a. Name of the youth served each month
- b. Probation case number (if applicable)
- c. Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
- d. Types of services
- e. Number of sessions provided to client for the month
- f. Total youth served for the month
- g. Cumulative total unduplicated youth
- h. Youth assessment instrument (provided by the Probation Department-To Be Announced)
- i. Pre/post assessment scores (if applicable)
- j. Closed cases outcome information
- k. Additional outcome information, as required

2. Bi-Annual Progress Reports

- a. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

3. Referral/Service Status Reports

- a. Contractor shall submit a written notification to the referring Deputy Probation Officer (DPO) or ACPD designee as follows:
- (1) Before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;
 - (2) Within two weeks of the receipt of referral, provide written notification regarding the status of the referral and/or services;
 - (3) Within one month from the receipt of the referral, provide written notification, if applicable, and of the status of the referral and/or services; and
 - (4) Provide written notification regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractor shall establish and maintain ongoing communication with the youth's assigned DPO and/or ACPD designee regarding the youth's progress.

**EXHIBIT B
 PAYMENT TERMS**

1. Contractor shall use all payments solely in the support of the annual program budgets as set forth in the tables below:

DIVERSION PROGRAM			
Direct Costs: Staffing	FTE	Annual Salary (for 1.0 FTE)	Billable Annual Cost
Executive Director	0.25	\$90,000	\$22,500
Program Manager	0.75	\$65,000	\$48,750
Program Staff	1.0	\$45,000	\$45,000
Program Staff	1.0	\$45,000	\$45,000
Fringe Benefits (@24% of Salary)			\$38,700
Staffing Subtotal			\$199,950
Direct Costs: Operational Costs			
Travel			\$7,500
Cell Phones			\$1,650
Program Computers			\$1,600
Incentives			\$1,200
Copies/Printing			\$900
Training & Staff Development			\$1,375
Operational Costs Subtotal			\$14,225
TOTAL DIRECT COSTS			\$214,175
Indirect Costs (@10%)			\$21,418
TOTAL ANNUAL DIVERSION PROGRAM COST			\$235,593

RESTORATIVE JUSTICE PROGRAM			
Direct Costs: Staffing	FTE	Annual Salary (for 1.0 FTE)	Billable Annual Cost
Executive Director	0.10	\$90,000	\$9,000
Program Manager	0.25	\$65,000	\$16,250
Program Staff	1.0	\$45,000	\$45,000
Fringe Benefits (@24% of Salary)			\$16,860
Staffing Subtotal			\$87,110
Direct Costs: Operational Costs			
Travel			\$1,625
Cell Phones			\$750

Projector	\$800
Incentives	\$1,200
Copies/Printing	\$900
Training & Staff Development	\$625
Operational Costs Subtotal	\$5,900
TOTAL DIRECT COSTS	\$93,010
Indirect Costs (@10%)	\$9,301
TOTAL ANNUAL RESTORATIVE JUSTICE PROGRAM COST	\$102,311

- a. Any changes to the tables above must be approved by the County prior to provision and invoicing of services. Regardless of any changes that are approved by the County, including hourly rates, Contractor shall not reduce services as set forth in Exhibit A (Specifications) nor exceed any other payment terms outlined in this Exhibit B (Payment Terms).

2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice and associated monthly reports.
 - a. Invoices shall be submitted, along with monthly reports, by the 10th of each month (or the next business day when the 10th is on a weekend or holiday).

3. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to: probfiscalinvoice@acgov.org

4. Total payment under the terms of this Agreement will not exceed the total amount of \$1,013,712. This cost shall be all-inclusive.
 - a. In order to ensure that services are available to the target population throughout the contract period, Contractor will not bill the County more than an average of \$28,158.66 per month without the approval of the ACPD Division Director or his/her designee.

5. No Supplanting of Funds:
 - a. Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G	<p><u>Endorsements and Conditions:</u></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, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 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 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: CENTERFORCE

PRINCIPAL: Dolores Lyles TITLE: Executive Director

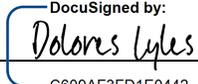
SIGNATURE:  DATE: 3/26/2019
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EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

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

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

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

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

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

CONTRACTOR: **CENTERFORCE** _____

PRINCIPAL: **Dolores Lyles** _____ TITLE: **Executive Director** _____

SIGNATURE:  _____ DATE: **3/26/2019** _____
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**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 4/9/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Youth ALIVE!, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Delinquency Prevention Network Programs services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Delinquency Prevention Network Programs 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 Specifications
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from March 1, 2019 through February 28, 2022.

The compensation payable to Contractor hereunder shall not exceed Six Hundred Thirty Six Thousand Dollars (\$636,000) 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	YOUTH ALIVE!
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By: DocuSigned by:
John Glann
EB371BC6D609451 Signature

By: DocuSigned by:
Anne Marks
2C8D9FB16C11418... Signature

Name: John Glann
(Printed)

Name: Anne Marks
(Printed)

Title: Purchasing Manager

Title: Executive Director

Date: 4/8/2019

Date: 4/5/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422... Signature

Name: Kimberly Gasaway
(Printed)

Title: Chiefy Deputy, Administration

Date: 4/9/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees,

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

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

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

Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary 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: ALAMEDA COUNTY PROBATION DEPARTMENT
1111 Jackson Street, 8th Floor
Oakland, CA 94607
ATTN: Mariana Dailey

To Contractor: Youth ALIVE!
3300 Elm Street
Oakland, CA 94609
ATTN: Anne Marks

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 Delinquency Prevention Network Program Services shall not

exceed \$636,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

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

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to

a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (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 by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Delinquency Prevention Network (Programs) with the requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901630, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

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

Name	Organization
John Torres Deputy Director	Youth ALIVE!
Hisham Alibob Teens on Target Program Coordinator	Youth ALIVE!
Advocacy Manager Youth Leadership Council Coordinator	Youth ALIVE! Youth Leadership Institute
Brooklyn Williams Youth Leadership Council Consultant	Youth Leadership Institute
Patricia Barahona Youth Leadership Institute Chief People Officer	Youth Leadership Institute

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

III. PROGRAM FRAMEWORK

Contractor's services shall meet and/or address the following general requirements of the program/project framework, which shall take into consideration the diversity of clients overall.

- A. **Positive Youth Development Approach:** (PYD) is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and their achievement of key developmental stages. The PYD framework is an alternative to viewing adolescent development through the lens of problems and deficits. Contractor shall use and integrate into the operation of their contract the principles of PYD. The PYD frameworks share the following five basic assumptions:
 1. Healthy messages to youth about their bodies, behaviors, interpersonal relationships, and interactions;
 2. Safe and structured places for youth to study, recreate, and socialize;
 3. Strong relationships with adult role models;
 4. Skill development in literacy competence, work readiness, and social skills; and
 5. Opportunities for youth to serve others and build self-esteem
- B. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the at-risk and system-involved youth. Contractor shall have the cultural competency required to successfully serve the target population in any service categories awarded. This competency spans not just race/ethnicity and language capacity, but it includes understanding and reflecting client's shared experiences, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.

C. **Evidence-Based Practices:** Contractor shall incorporate practices with evidence of effectiveness. Contractor shall also use the following eight evidence-based principles in order to achieve effective interventions:

1. Assess Actuarial Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Train with Directed Practice (Use Cognitive Behavioral Treatment methods)
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

For all service, treatment, or rehabilitative programs, the Contractor shall utilize and incorporate evidence-based correctional practices that are widely accepted as strategies to improve client mental health and behavioral outcomes. Greater consideration will be given to those programs that has demonstrated and incorporated evidence-based practices in their existing program, services, and curriculum.

D. **Trauma-Informed Care (TIC):** Contractor shall design activities in such a way that prevents re-traumatization; services shall respond to maladaptive coping mechanisms in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust. Contractor(s) shall use the following guidelines in order to ensure that they are conducting a trauma-informed care approach to services:

1. **Consumer Involvement:** Involve trauma survivors, consumers, and family members. These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, quality assurance, access to peer support, workforce development, and evaluation).
2. **Cross-Sector Collaboration:** There is collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.

3. **Interventions:** All interventions, including screening and assessment, are based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and trauma-specific interventions are acceptable, effective and available for individuals, youth, and families seeking services.
 4. **Training and Workforce Development:** Training on trauma and how to respond is available for all staff. A human resource system incorporates trauma-informed principles in hiring, supervision, and staff evaluation. Procedures are in place to support staff with trauma histories.
 5. **Consultation and Supervision:** All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the work place, including interactions between staff and clients, and among staff themselves.
 6. **Physical Environment:** Investments are made to ensure the physical environment promotes a sense of safety for clients and staff.
 7. **Quality Assurance:** There is ongoing assessment, tracking, and ongoing of trauma-informed principles.
- E. **Developmentally Appropriate:** Contractor shall be attuned to the developmental impact of negative experiences and address related strengths and deficits to ensure youth develop a healthy trajectory
- F. **Understanding Experiences:** Contractor shall address how youth frame what has happened to them in the past and help youth positively shape their beliefs about the future.
- G. **Coping Strategies:** Contractor shall help youth transform maladaptive coping methods into healthier, more productive strategies.
- H. **Social Support:** Contractor shall include strategies for helping youth build protective factors such as connections with schools, employment, health care, legal services, appropriate family members and other caring adults.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall have plans in place for addressing the following administrative requirements:

- A. Background Checks
 1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants

who have regular and/or unsupervised private contact with youth served by the organization. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law.

2. To the extent the Contractor is able, the plan shall include the Federal Bureau of Investigation (FBI) criminal history records, including fingerprint checks and child abuse and neglect registry checks. If a Contractor is unable to obtain FBI criminal history information or child abuse and neglect registry information, the Contractor's must detail its efforts to obtain such information and the impediments encountered.
3. In addition, as appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport youth), and professional licensing records.

B. Emergency Preparedness Plan:

1. Contractor shall have a preparedness, response, and recovery plan. The plan should contain strategies for addressing evacuation, security, food, medical supplies, and notification to youths' families, as appropriate. In the event of an evacuation due to specific facility issues, such as fire, loss of utilities, or at the direction of authorities, an alternative location needs to be established and posted.
2. Contractor shall ensure its subcontractors and partners have a clear emergency preparedness plan that is reviewed with all clients and partners. The plan shall include review of policies and procedures, a contingency site for each partner, emergency contact forms, fire/earthquake drills, and access to a first aid kit at all trainings and meetings.

C. Staff Development and Training Plan

1. Contractor shall ensure that all paid and volunteer workers are trained on the Core Competencies of Youth Workers necessary to carry out the objectives and activities of the contract. This shall include, but is not be limited to, positive youth development, trauma-informed care, evidence-informed practices, outreach and recruitment, human trafficking prevention and intervention, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency.

2. Contractor shall have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the DPN. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
3. Contractor shall agree to provide staff with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice involved individuals and evidence-based practices may be required.

D. 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. The funding agency should be written out in full, an approved logo attached followed by the RFP number in square brackets. 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 work was supported by the Alameda County Probation Department, Delinquency Prevention Network Programs services, Master Contract No. 901630.

V. SPECIFIC REQUIREMENTS

- A. Engage in the coordinated entry process in the community.
 1. Contractor(s) shall provide services at the following Service Delivery Sites:
 - a. Contractor's facility;

Youth ALIVE! (campus of Summit Hospital)
3300 Elm Street
Oakland, CA 94609
 - b. Client's home;
 - c. Probation offices;

- d. Schools, including but not limited to:
 - (1) Castlemont High School
8601 MacArthur Boulevard
Oakland, CA 94605
 - (2) Fremont High School
4610 Foothill Boulevard
Oakland, CA 94601
- e. Any other sites that support the client and family engagement process.

B. Target Population:

- 1. Contractor shall provide core intervention services to at-risk and system-involved youth which includes youth who are habitual truants, runaways and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families; to at-risk and justice-involved youth (informal and formal probation), ages 8 to 18; and Transition Age Youth (TAY), ages 18 to 21 (with active probation involvement or Non-Minor Dependents) non-probation involved and truant youth.
 - a. Minimum Number of Unduplicated Youth to be Served Annually: 100
 - b. Service Area: Oakland

C. Program Services

Contractor(s) shall provide the following core intervention services to the target population:

- 1. **Civic and Social Engagement:** Services and programs that inform and empower youth to become actively engaged in civic and social activities. Programming shall promote their understanding and commitment to participating in, developing, planning and leading structured activities in their communities.
 - a. Contractor's **Violence Prevention Youth Leadership (VPYL) Programs** shall provide three options to serve at-risk youth per year:
 - (1) **Teens on Target (TNT):** Contractor shall train approximately 65 at-risk and system-involved youth from Oakland's most violence-impacted high schools

as Teens on Target (TNT) peer violence prevention educators and civic leaders.

- (a) Contractor's TNT Program shall be a school-based youth leadership program that trains teens to become exemplary role models and conflict mediators so they can teach healthy decision-making to their younger peers, specifically why and how to reduce violence in their lives.
- (b) Contractor's provide TNT program participants with training twice per week at each site, as well as once per week with the Youth Board (returning students who take on leadership roles among the TNT members) to help plan after-school sessions and civic and social engagement activities.
- (c) Contractor shall provide youth with the skills and opportunities to speak out about the impact of violence in their lives, and help stop the cycle of violence.
- (d) Contractor shall train TNT students to become peer educators and positive role models, who then go into area middle schools and teach the curriculum to younger students.
- (e) Contractor shall provide TNT Youth Leader Training twice a week after school, with additional sessions for TNT Youth Board members.
- (f) Contractor shall train TNT leaders how to teach the six-session TNT violence prevention workshop curriculum, which consists of the following workshops:
 - i. Introduction: Youth Preventing Violence;
 - ii. Preventing Gun Violence;
 - iii. Preventing Gang/Turf Violence;
 - iv. Preventing Family & Dating Violence (Part 1);

- v. Preventing Family & Dating Violence (Part 2); and
 - vi. Enhancing Skills in Violence Prevention
- (g) Contractor shall ensure TNT leaders participate in community engagement and advocacy for public safety policy and other relevant issues at public meetings, forums with political leaders, and with the media.
- (2) **TNT Speakers Bureau (SB):** Contractor shall train approximately 10 at-risk and system-involved youth citywide as speakers for the TNT SB.
- (a) Contractor's SB shall be a summer training program for youth identified through Contractor's programs serving gunshot survivors, family members of homicide victims, and juvenile probationers in order to build their advocacy skills.
 - (b) Contractor shall provide SB participants with eight training sessions over the summer, then monthly for peer support and refresher trainings.
 - (c) Contractor shall facilitate and opportunities for youth to tell their stories and express their ideas for change to a wide group of civic, business and educational groups
- (3) **Oakland Police Department (OPD)-Community Youth Leadership Council (YLC):** Contractor shall engage approximately 25 at-risk and system-involved youth citywide in the OPD-Community Youth Leadership Council (YLC), where Oakland youth, referred from programs serving youth in transition or on probation, will be charged with improving police-community relations and working out of Oakland City Hall.
- (a) At the beginning of each term, Contractor shall train YLC participants on foundational and transferable skills, e.g., collaboration/teamwork, critical thinking, problem solving, and effective communication.

- (b) Contractor shall train and provide opportunities to YLC participants to give presentations to other youth on topics related to police and community/youth relationships.
- (c) Contractor shall ensure YLC participants meets at City Hall twice per month and council members serve in their internships weekly.
- (d) Contractor shall provide stipends to youth for the participation in the YLC, which will serve as a career exploration and readiness program that allows youth to gain experience while serving as paid interns within departments relevant to public safety.

b. VPYL Key Activities

- (1) Contractor shall recruit approximately 200 Oakland youth, conduct interviews, screenings, and intakes to enroll approximately 110 total participants (75 in TNT, 10 in SB, and 25 in YLC). Contractor will conduct outreach, primarily by word-of-mouth, spread through street and school campus outreach, as well as through outreach to CBO (community-based organizations) service partners who serve at-risk and probation.
 - (a) For TNT, outreach and recruitment happens through word-of-mouth from returning youth leaders, tabling during lunch and school year orientation, distributing flyers, and by holding two informational pizza parties where prospective TNT youth leaders are given applications to fill out and set up with interview times.
 - i. Subsequently, these youth are interviewed by returning TNT youth leaders, staff, and volunteers.
 - ii. Youth are then enrolled in TNT after they complete an orientation packet that includes a pre-survey, consent and emergency contact forms, tax information for payment of stipends, risk assessment, and any other applicable and/or required forms

- (b) For youth enrolled in TNT SB, the youth are recruited from Contractor's citywide direct service violence intervention and healing programs, by their case manager, crisis responder, street outreach worker, etc.
 - i. The youth then meet with the Training and Advocacy Director for an orientation, at which point they complete an orientation packet.
- (c) YLC shall be recruited from several Oakland organizations in addition to the Contractor's own programs, including but not limited to referrals from the following: East Bay Asian Youth Center, Youth Radio, Fresh Lifelines for Youth, and Oakland Youth Advisory Commission.
 - i. The YLC shall meet at Oakland City Hall twice per month and council members shall serve in their internships weekly.
- (2) Contractor shall work with VPYL youth to coordinate speaking opportunities for them (e.g., at City Hall, with Police Chief, with County officials, and with media). These events might include cross-program peer learning between TNT, YLC and SB.
- (3) Contractor shall work with VPYL youth to coordinate service learning and community prospects including peer education workshops in schools.
- (4) Contractor's staff will provide or arrange transportation to civic and social engagement events.
- (5) Contractor shall, on average, ensure each youth completes two speaking engagements and two community events.
 - (a) Contractor shall provide stipends to youth for completion of activities.
- (6) Attrition Mitigation:

Contractor shall mitigate attrition through three

primary approaches:

- (a) Through the character and strength of the bonds established between culturally-sensitive, trauma-informed adult staff and our young participants, as well as among the youth themselves.
 - (b) Bonds will be strengthened by frequent contact, regular mentoring sessions, and bonding activities such as retreats and fun days, like visits to local amusement parks.
 - (c) Youth participants shall earn stipends for their participation.
- (7) Upon program completion at the end of the year, VPYL youth complete post-tests. The pre- and post-tests measure changes in knowledge, attitudes, leadership opportunities, and risky behavior.
- (a) Contractor shall use these pre- and post-tests to measure the impact of the programming and to determine if objectives and performance measures have been met.
- c. Aftercare Services to Youth After Disenrollment:
- (1) Contractor shall ensure VPYL programs are inclusive, embracing, team activities that provide lasting social support.
 - (2) Contractor shall work with youth to form positive relationships with culturally sensitive, trauma-informed adults who demonstrate responsiveness and responsibility, all for the purpose of creating a network of support for each individual youth participant.
 - (3) Contractor shall encourage youth in its VPYL programs to keep contact and to frequently reach out to report on progress or seek referrals.
 - (4) Contractor shall invite program alumni to events with our supporters, to give testimony before legislative bodies, and to speak to the media.

- D. Implement ACPD-approved screening and assessment tools that will guide identification, assistance, and referral for delivery of appropriate services.
1. Contractor shall ensure all VPYL youth participate in START, a tool to create awareness of trauma symptoms and provide temporary relief of trauma. START shall consist of a brief interview, psych-education, and individualized relaxation plan; it shall be based on SAMHSA-approved assessment tools and shall be administered by a trained community health advocate.
 2. If a youth is determined to require more extensive treatment, Contractor shall refer the youth to one its counselor.
 3. If a youth is referred for case management, Contractor shall conduct further assessments for risk, mental health, and psycho-social needs and to identify both practical needs for services and individual areas of strength.
 4. Contractor's case management intake procedure shall involve a case-planning tool with a psychosocial assessment of risk and protective factors, including key elements of the YLS/CMI assessment protocol, which seeks to determine the state of a youth's legal case, educational needs, relationship patterns with peers and adults, behaviors, and personality.
- E. Provide comprehensive delinquency prevention services to help youth make a successful transition. Components of comprehensive services must include:
1. **Outreach and Recruitment Plan:** Contractor shall provide services that are completely accessible to clients and their families (including hours of operation and days available).
 2. **Record Keeping and Case Management for Youth:**
 - a. Contractors shall make contact and/or document attempts to reach youth and families referred for DPN services within three business days.
 - b. For any youth referred by ACPD, Contractor shall confirm receipt of the service referral request before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or designee) who completed the referral for services.

- c. For case managed youth, Contractor shall also enter notes electronically on a daily basis, which are reviewed weekly by program coordinators, and subject to QA file reviews several times a year.
 - (1) Using this system, Contractor shall be able to track and report on client activity and successes: re-injury or arrest; job assistance; new jobs; housing assistance; relocation; financial assistance; enrolling in school or college; earning a GED or diploma; receiving legal advocacy; receiving assistance with medical care and/or health insurance enrollment; completion of documentation or applications including Victim Of Crime compensation; immigration documentation; SSI, Driver's licenses or ID; counseling; trauma symptom screening; anger management classes; substance abuse treatment; being provided transportation.

- d. **Service Coordination Plan:** Contractor shall service youth referred by the following sources: ACPD, Law Enforcement, School, Family, Self, or Community Referral. This includes youth referred to the ACPD through Notice to Appear (NTA); on formal or informal probation; or court ordered informal probation. Other referrals may come from District Attorney, Public Defender, or the Juvenile Court and Law Enforcement Agencies in Alameda County.

F. Implementation Plan

- 1. The table below shall provide a baseline implementation plan for Contractor's program/services.

Month	Tasks	Milestones
Each Month	<ul style="list-style-type: none"> ▪ Coordinate civic/social engagement opportunities for VPYL youth, provide/arrange transportation ▪ Collect data ▪ Prepare monthly report 	<ul style="list-style-type: none"> ▪ 2 events per VPYL youth ▪ Data in Cityspan ▪ Report submitted
Month 1 March 2019	<ul style="list-style-type: none"> ▪ Staff Hiring, Onboarding and Training ▪ Program Design ▪ Program Outreach Materials Developed ▪ Outreach to CBO Partners ▪ TNT programming continues 	<ul style="list-style-type: none"> ▪ Staff hired ▪ Program designed ▪ Program materials completed ▪ Reach out to 100 at-risk and probation Youth; 2 info sessions held ▪ TNT 2x/week at each school

Month 2 April 2019	<ul style="list-style-type: none"> ▪ Conduct YLC information sessions, distribute applications ▪ TNT programming continues ▪ TNT Leaders teach workshops in schools 	<ul style="list-style-type: none"> ▪ 2 information sessions held ▪ TNT 2x/week ▪ 100 workshops completed for the school year
Month 3 May 2019 – School ends	<ul style="list-style-type: none"> ▪ Conduct YLC interviews, screening and initial intake ▪ TNT programming continues ▪ YLC and TNT Leaders teach workshops in schools ▪ YLC presents recommendations at City Council ▪ Begin outreach for Speakers Bureau (SB) 	<ul style="list-style-type: none"> ▪ 25 YLC youth enrolled ▪ TNT 2x/week, YLC 2x/mo ▪ 100 workshops by June ▪ City Council hearing ▪ 25 youth reached
Month 4 June 2019 - Summer	<ul style="list-style-type: none"> ▪ TNT programming concludes ▪ Conduct screening/intake for Speakers Bureau ▪ Begin Speakers Bureau ▪ Collect post-surveys, analyze data ▪ YLC begins 	<ul style="list-style-type: none"> ▪ 50 TNT complete ▪ 10 enrolled in SB ▪ Meet 4 times ▪ Analysis completed ▪ Meet 2x/month
Month 5 July 2019 - Summer	<ul style="list-style-type: none"> ▪ Speakers bureau continues, concludes ▪ Summer YLC continues and concludes 	<ul style="list-style-type: none"> ▪ Meet 4 times ▪ Meet 2x/month
Month 6 August 2019 – School begins	<ul style="list-style-type: none"> ▪ Recruit youth leaders for YLC and TNT from CBO partners, school campuses, provider referrals, etc. ▪ Conduct information sessions, distribute applications ▪ Conduct interviews, screening and initial intake 	<ul style="list-style-type: none"> ▪ Reach out to 200 at-risk and probation youth ▪ 4 info sessions held ▪ 25 YLC, 65 TNT interviews
Month 7 September 2019	<ul style="list-style-type: none"> ▪ Enroll YLC and TNT members, completing intake packets ▪ YLC and TNT programming begins ▪ Begin contacting OUSD schools to schedule peer presentations and workshops ▪ Hold daylong VPYL leadership retreat at City Hall with TNT youth leaders and YLC council members 	<ul style="list-style-type: none"> ▪ 25 YLC, 65 TNT enrolled in program ▪ TNT 2x/week, YLC 2x/mo ▪ 10 schools reached ▪ Retreat held
Month 8 October 2019	<ul style="list-style-type: none"> ▪ YLC and TNT programming continues ▪ TNT youth learn 6 session violence prevention curriculum, speaking & facilitation skills ▪ YLC council members begin presentations 	<ul style="list-style-type: none"> ▪ TNT 2x/week, YLC 2x/mo ▪ Youth complete demo workshops by December ▪ 10 presentations by June
Month 9 November 2019	<ul style="list-style-type: none"> ▪ YLC and TNT programming continues ▪ YLC prepares initial recommendations 	<ul style="list-style-type: none"> ▪ TNT 2x/week, YLC 2x/mo ▪ Written report

Month 10 December 2019 – Fall semester ends	<ul style="list-style-type: none"> ▪ YLC and TNT programming continues ▪ TNT & YLC leaders begin workshops in schools ▪ TNT youth leader training focused on advocacy skills, media skills, learning about policy issues ▪ YLC Council members start OPD/City internships 	<ul style="list-style-type: none"> ▪ TNT 2x/week, YLC 2x/mo ▪ 100 workshops by June ▪ All TNT leaders complete community engagements ▪ 15 youth employed
Month 11 January 2020	<ul style="list-style-type: none"> ▪ YLC and TNT programming continues ▪ YLC and TNT Leaders teach workshops in schools ▪ YLC internships continue 	<ul style="list-style-type: none"> ▪ TNT 2x/week, YLC 2x/mo ▪ 100 workshops by June ▪ Each 4-8 hrs/week
Month 12 February 2020	<ul style="list-style-type: none"> ▪ YLC and TNT programming continues ▪ YLC and TNT Leaders teach workshops in schools ▪ YLC internships continue ▪ Collect data, prepare final report 	<ul style="list-style-type: none"> ▪ TNT 2x/week, YLC 2x/mo ▪ 100 workshops by June ▪ Each 4-8 hrs/week ▪ Report submitted

VI. PERFORMANCE MEASURES and DELIVERABLES

A. Release/Consent Information

1. Contractor shall obtain releases from clients to collect client-level data and provide such data to ACPD, including identifying information. If Contractor cannot obtain a release from any client because that individual refuses to sign a release, Contractor shall report the refusal to ACPD.
2. For any individual who refuses to sign a release to collect and release identifying information, Contractor shall report the same information, including the Service Information, in a format that does not use the individual’s name or otherwise identify the individual.
3. The refusal of an individual to sign consent for release of information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided.

B. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.

The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of youth referred for any of the following services:

diversion, life skills, civil and social engagement, mentoring, and restorative justice.

- b. Number of youth referred by referral type: Probation, Law Enforcement, School, Family, Self, or Community.

2. How well was it done?

- a. Number and percentage of youth who received the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
- b. Of those youth referred by Probation, the number/percent who received services.
- c. Of those referred, 85% will be enrolled in the service provided.
- d. 80% of the youth will receive the service within one week of referral.
- e. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

3. Are participants better off?

- a. Within six months of program completion, 75% of participating youth will not be arrested or reoffend, to be confirmed with Probation data.
- b. 75% of youth should experience a reduction of identified risk behaviors, based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

C. Reports

1. Data Collection

- a. Contractor shall track client demographics, progress, and outcomes using online data collection and reporting database software tailored to its needs by Cityspan, Inc.
- b. Contractor shall track after-school session attendance, civic engagement event attendance and presentations, middle

school violence prevention workshop presentations, and attendance, mentoring hours, and demographics.

2. Monthly Reports

Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:

- a. Name of the youth served each month
- b. Probation case number (if applicable)
- c. Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
- d. Types of services
- e. Number of sessions provided to client for the month
- f. Total youth served for the month
- g. Cumulative total unduplicated youth
- h. Youth assessment instrument (provided by the Probation Department-To Be Announced)
- i. Pre/post assessment scores (if applicable)
- j. Closed cases outcome information
- k. Additional outcome information, as required and/or requested by ACPD, including any applicable data entered into its Cityspan database

3. Bi-Annual Progress Reports

- a. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

4. Referral/Service Status Reports

- a. Contractor shall submit a written notification to the referring

Deputy Probation Officer (DPO) or ACPD designee, as follows:

- (1) Before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;
- (2) Within two weeks of the receipt of referral, provide written notification regarding the status of the referral and/or services;
- (3) Within one month from the receipt of the referral, provide written notification, if applicable, and of the status of the referral and/or services; and
- (4) Provide written notification regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractor shall establish and maintain ongoing communication with the youth's assigned DPO and/or ACPD designee regarding the youth's progress.

5. Criminal Justice Involved Monthly Hiring Report

- a. Contractor shall report out on how many individuals with criminal justice system involvement (CJSI) are being employed by its organization. This report shall be due on the 10th of each month (or the next business day when the 10th is on a weekend or holiday). ACPD will provide a report template for Contractors to use.

**EXHIBIT B
PAYMENT TERMS**

1. Contractor shall use all payments solely in the support of the annual program budget as set forth in the table below:

	Total Program Budget	Total Matching Funds	Total Requested Billable Program Budget
STAFFING EXPENSES			
TNT Coordinator (1.0 FTE)	\$50,500	\$45,500	\$5,000
Deputy Director (0.20 FTE)	\$19,690	\$16,690	\$3,000
TNT Violence Prevention Educators (2.0 FTE)	\$84,175	\$48,175	\$36,000
Finance and Administrative Director (0.11 FTE)	\$10,000	-	\$10,000
Advocacy Manager (0.11 FTE)	\$7,386	\$7,386	-
Youth Leader Stipends (70 youth @ average of \$1,000 per youth)	\$70,000	\$42,000	\$28,000
Employer Payroll Taxes & Employee Benefits	\$56,010	\$34,270	\$21,740
[Contractor's standard benefits shall be billed at 33% for regular FTE's (includes health insurance, retirement benefits, and payroll taxes). For youth stipends who do not receive health insurance and other full time employee benefits, Contractor shall bill at 14% to cover payroll taxes, workers' compensation, and FICA and SDI.]			
STAFFING SUBTOTAL	\$297,761	\$194,021	\$103,740
PROGRAM OPERATING EXPENSES			
Advertising	\$261	-	-
Computer – Maintenance & Software	\$3,678	\$3,678	-
Equipment Rental and Maintenance	\$563	\$563	-
Insurance (non-employee)	\$2,010	\$1,410	\$600
Office Supplies	\$5,576	\$5,076	\$500
Participant Incentives	\$9,500	\$4,500	\$5,000
Postage	\$71	\$71	-
Rent	\$8,815	\$5,982	\$2,833
Reproduction/Printing	\$1,073	\$873	\$200
Telephone	\$2,535	\$1,985	\$550
Training/Meeting	\$12,055	\$9,255	\$2,800
Expenses/Transportation	\$9,900	\$8,050	\$1,850
OPERATING SUBTOTAL	\$56,037	\$41,443	\$14,333
Indirect Costs	\$42,456	\$28,529	\$13,927
SUBCONTRACTOR EXPENSES			
Subcontract (Youth Leadership Council) [includes Indirect Costs]	\$80,000	-	\$80,000
TOTAL ANNUAL PROGRAM COST	\$476,254	\$264,254	\$212,000

- a. Any changes to the table above must be approved by the County prior to provision and invoicing of services. Regardless of any changes that are approved by the County, including hourly rates, Contractor shall not reduce services as set forth in Exhibit A (Specifications) nor exceed any other payment terms outlined in this Exhibit B (Payment Terms).
2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice and associated monthly reports.
 - a. Invoices shall be submitted, along with monthly reports, by the 10th of each month (or the next business day when the 10th is on a weekend or holiday).
3. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to: probfiscalinvoice@acgov.org
4. Total payment under the terms of this Agreement will not exceed the total amount of \$636,000. This cost shall be all-inclusive.
 - a. In order to ensure that services are available to the target population throughout the contract period, Contractor will not bill the County more than an average of \$17,666.66 per month without the approval of the ACPD Division Director or his/her designee.
5. No Supplanting of Funds:
 - a. Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G Endorsements and Conditions:	
<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, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 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 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: Youth ALIVE!

PRINCIPAL: Anne Marks TITLE: Executive Director

SIGNATURE:  DATE: 4/5/2019

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 4/9/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Berkeley Youth Alternatives, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Delinquency Prevention Network (Programs) services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Delinquency Prevention Network (Programs) 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 Specifications
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from March 1, 2019 through February 28, 2022.

The compensation payable to Contractor hereunder shall not exceed Sixty Seven Thousand Five Hundred dollars (\$67,500) 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	BERKELEY YOUTH ALTERNATIVES
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By: DocuSigned by:
John Glann
EB371BC6D60949F1 Signature

By: DocuSigned by:
Neculia Williams
7248F665A844472 Signature

Name: John Glann
(Printed)

Name: Neculia Williams
(Printed)

Title: Purchasing Manager

Title: Executive Director

Date: 4/9/2019

Date: 4/9/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422... Signature

Name: Kimberly Gasaway
(Printed)

Title: Chiefy Deputy, Administration

Date: 4/9/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees,

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

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

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

Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: ALAMEDA COUNTY PROBATION DEPARTMENT
 1111 Jackson Street, 8th Floor
 Oakland, CA 94607
 ATTN: Mariana Dailey

To Contractor: Berkeley Youth Alternatives
 1255 Allston Way
 Berkeley, CA 90702
 ATTN: Kevin Williams

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 Delinquency Prevention Network (Program) Services shall

not exceed \$67,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**
Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

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

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to

a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (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 by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
REQUIREMENTS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Delinquency Prevention Network (Programs) with the requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901630, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

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

Name	Title
Niculia Williams	Executive Director
Kevin Williams, JD, MPH	Associate Director
Charlotte Parker, LMFT	Clinical Supervisor
Tiffany Lockett, MA	Counseling Center Program Manager
Julie Cowles, MSW	Counselor/ Case Manager
Brandon Mason	Counseling Center Program Coordinator
Milan Drake	MATCH Contractor
Camryn Crump	SPARK Health Program Coordinator

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

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

III. PROGRAM FRAMEWORK

Contractor's services shall meet and/or address the following general requirements of the program/project framework, which shall take into consideration the diversity of clients overall.

- A. **Positive Youth Development Approach:** (PYD) is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and their achievement of key developmental stages. The PYD framework is an alternative to viewing adolescent development through the lens of problems and deficits. Contractor shall use and integrate into the operation of their contract the principles of PYD. The PYD frameworks share the following five basic assumptions:
1. Healthy messages to youth about their bodies, behaviors, interpersonal relationships, and interactions;
 2. Safe and structured places for youth to study, recreate, and socialize;
 3. Strong relationships with adult role models;
 4. Skill development in literacy competence, work readiness, and social skills; and
 5. Opportunities for youth to serve others and build self-esteem.
- B. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the at-risk and system-involved youth. Contractor shall have the cultural competency required to successfully serve the target population in any service categories awarded. This competency spans not just race/ethnicity and language capacity, but it includes understanding and reflecting client's shared experiences, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
- C. **Evidence-Based Practices:** Contractor shall incorporate practices with evidence of effectiveness. Contractor shall also use the following eight

evidence-based principles in order to achieve effective interventions:

1. Assess Actuarial Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Train with Directed Practice (Use Cognitive Behavioral Treatment methods)
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

For all service, treatment, or rehabilitative programs, the Contractor shall utilize and incorporate evidence-based correctional practices that are widely accepted as strategies to improve client mental health and behavioral outcomes. Greater consideration will be given to those programs that has demonstrated and incorporated evidence-based practices in their existing program, services, and curriculum.

D. Trauma-Informed Care (TIC): Contractor shall design activities in such a way that prevents re-traumatization; services shall respond to maladaptive coping mechanisms in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust. Contractor(s) shall use the following guidelines in order to ensure that they are conducting a trauma-informed care approach to services:

1. **Consumer Involvement:** Involve trauma survivors, consumers, and family members. These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, quality assurance, access to peer support, workforce development, and evaluation).
2. **Cross-Sector Collaboration:** There is collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.
3. **Interventions:** All interventions, including screening and assessment, are based on the best available empirical evidence, are

culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and trauma-specific interventions are acceptable, effective and available for individuals, youth, and families seeking services.

4. **Training and Workforce Development:** Training on trauma and how to respond is available for all staff. A human resource system incorporates trauma-informed principles in hiring, supervision, and staff evaluation. Procedures are in place to support staff with trauma histories.
 5. **Consultation and Supervision:** All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the work place, including interactions between staff and clients, and among staff themselves.
 6. **Physical Environment:** Investments are made to ensure the physical environment promotes a sense of safety for clients and staff.
 7. **Quality Assurance:** There is ongoing assessment, tracking, and ongoing of trauma-informed principles.
- E. **Developmentally Appropriate:** Contractor shall be attuned to the developmental impact of negative experiences and address related strengths and deficits to ensure youth develop a healthy trajectory
- F. **Understanding Experiences:** Contractor shall address how youth frame what has happened to them in the past and help youth positively shape their beliefs about the future.
- G. **Coping Strategies:** Contractor shall help youth transform maladaptive coping methods into healthier, more productive strategies.
- H. **Social Support:** Contractor shall include strategies for helping youth build protective factors such as connections with schools, employment, health care, legal services, appropriate family members and other caring adults.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall have plans in place for addressing the following administrative requirements:

- A. Background Checks
 1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants who have regular and/or unsupervised private contact with youth served by the organization. Required background checks must

include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law.

2. To the extent the Contractor is able, the plan shall include the Federal Bureau of Investigation (FBI) criminal history records, including fingerprint checks and child abuse and neglect registry checks. If a Contractor is unable to obtain FBI criminal history information or child abuse and neglect registry information, the Contractor's must detail its efforts to obtain such information and the impediments encountered.
3. In addition, as appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport youth), and professional licensing records.

B. Emergency Preparedness Plan:

1. Contractor shall have a preparedness, response, and recovery plan. The plan should contain strategies for addressing evacuation, security, food, medical supplies, and notification to youths' families, as appropriate. In the event of an evacuation due to specific facility issues, such as fire, loss of utilities, or at the direction of authorities, an alternative location needs to be established and posted.

C. Staff Development and Training Plan

1. Contractor shall ensure that all paid and volunteer workers are trained on the Core Competencies of Youth Workers necessary to carry out the objectives and activities of the contract. This shall include, but is not be limited to, positive youth development, trauma-informed care, evidence-informed practices, outreach and recruitment, human trafficking prevention and intervention, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency.
2. Contractor shall have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the DPN. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet

the minimum qualifications on file with ACPD.

3. Contractor shall agree to provide staff with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice involved individuals and evidence-based practices may be required.

D. 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. The funding agency should be written out in full, an approved logo attached followed by the RFP number in square brackets. 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 work was supported by the Alameda County Probation Department, Delinquency Prevention Network Programs services, Master Contract No. 901630.

V. SPECIFIC REQUIREMENTS

A. Engage in the coordinated entry process in the community.

1. Contractor(s) shall provide services at the following Service Delivery Sites:
 - a. Contractor's facility;

Berkeley Youth Alternatives
1255 Allston Way
Berkeley, CA 94702
 - b. Client's home;
 - c. Probation offices;
 - d. School; and
 - e. Any other sites that support the client and family engagement process.

B. Target Population:

1. Contractor shall provide core intervention services to at-risk and system-involved youth which includes youth who are habitual truants, runaways and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families; to at-risk and justice-involved youth (informal and formal probation), ages 8 to 18; and Transition Age Youth (TAY), ages 18 to 21 (with active probation involvement or Non-Minor Dependents) non-probation involved and truant youth.
 - a. Minimum Number of Unduplicated Youth to be Served Annually: **25**
 - b. Service Area: **Alameda, Albany, Berkeley, Emeryville**

C. Program Services

1. Contractor(s) shall provide the following core intervention services to the target population:
 - a. **Mentoring:** Programs that connect culturally conscious, positive adults with youth who are facing adversity to support them in the development of age appropriate skills, reduce the potential for system involvement and develop the capacity for critical thinking.
 - b. **Life Skills and Support Services:** Services and programs that enhance a youth's ability to live independently and provide skills and opportunities that are critical to success, such as tangible life skill development, and pro-social engagement. Programs may include systems navigation and/or case management services.
2. Contractor shall use the Childhood and Adolescent Needs and Strengths (CANS) Assessment tool, or other ACPD-approved tool, to identify strengths with youth and to co-create plans with youth based on those strengths.
3. Contractor shall assess youth risk and need by using the Youth Screening Instrument (MAYSI) Version II, or other ACPD-approved tool, to determine the need for further mental health services, including suicide ideation.
4. Contractor shall administer a 14 Question Resilience Scale survey, or other ACPD-approved tool, to help measure a youth's capacity to

respond in a positive way to whatever life brings.

5. Contractor shall support youth in creating and maintaining a healthy lifestyle that is based upon safe emotional expression, consistent self-care (e.g., nutrition, sleep, exercise, hygiene, personal boundaries), and life skills development (financial management, housing, personal identity, education/career development, and support networks).
6. Contractor shall provide tools and experiential learning opportunities that help youth form healthy peer relationships and to become “global citizens” by joining together with peer—not only in their community, but on a state, national, and international scale—to understand their importance in the world, and being able to teach others from all cultures and backgrounds positive resourcefulness in the face of adversity.
7. Contractor shall provide youth experiential learning opportunities to use creative arts, such as music, dance, art therapy, and team sports to build confidence, promote individual success, and give an inherent sense of value and pride to their communities.
8. Contractor shall offer a suite of delinquency prevention programs, activities, and services for youth including, but not limited to, the following:
 - a. Community Service Projects

Contractor shall offer at-risk youth the opportunity to complete community service hours. Tasks include, but are not limited to, bagging food for families through the Alameda County Food Bank, painting over graffiti and tags, assisting in Urban Farms.
 - b. *SPARK* Health

Contractor’s *SPARK* Health Program shall inspire and motivate children, youth, adults, and/or families to achieve good health, and to provide health programs that create pathways for ongoing social and professional development. *SPARK* shall encourage at-risk youth to achieve good health through motivational workshops, peer led discussions, mentoring, and life-changing internships; while promoting a community model that allows adults and families to have access to quality health care year-round. *SPARK* accomplishes this by:

- (1) Hiring/Mentoring youth interested in health careers;
- (2) Exposing youth to health related careers that range from medical assisting to hospital CEO's;
- (3) Building partnerships with schools and businesses that are willing to support youth with workforce development;
- (4) Facilitating innovative workshops that awaken the mind, body, and spirit;
- (5) Referring community members to LifeLong Medical Care for primary care;
- (6) Partnering with health insurance professionals to ensure community members have access to quality health care;
- (7) Hosting annual health fairs; and
- (8) Partnering with organizations, educational institutions, workforce development, and school districts.

All youth under the DPN programs shall have access to SPARK Health services.

c. Education/Career Development through MATCH Program

Contractor's MATCH Program (Mentoring, Academic Support, Training, College Preparation, and Health) shall be utilized to improve the academic status of at-risk and high-risk youth, to encourage youth to prepare for college, to expose youth to training opportunities and various career pathways, and to promote better health outcomes for youth.

- (1) Contractor shall provide group-mentoring sessions at least once per week (currently, Thursdays from 5:30 p.m. – 7:30 p.m.) at which mentors will share their experiences with the educational system and the impact their education has had in their careers.

d. Experiential Learning through Youth Advisory Board (YAB)

- (1) Contractor's YAB shall offer youth the opportunity to participate in the planning and coordination of Contractor's programs informally and formally.

- (2) Youth on the YAB shall be trained as youth advocates and organizers, and have the opportunity to meet with local City Councilmembers, their State representatives, and other local leaders.
- (3) The goals of the YAB are:
 - i. Give **VOICE** to issues that are important to youth and young adults
 - ii. **ADVISE** Contractor staff on activities for youth and young adults
 - iii. **PLAN** and **MANAGE** activities for youth and young adults
 - iv. **REPRESENT** Contractor out in the community
 - v. **LEARN** leadership skills that can impact youth and young adults and the community
 - vi. **SERVE** as Role Models for other youth, young adults, as well as younger children in Contractor's programs and in the community
- e. Team Sports
 - (1) Contractor shall offer a 3-on-3 Basketball League utilizing its own gym.
 - (2) If possible (pending funding and resources), Contractor will make best efforts to create basketball teams for youth that attend continuation schools and/or for probation youth.
- f. Lady Hoops against Teenage Pregnancy
 - (1) Contractor's Lady Hoops Girls Twilite Basketball Program shall be offered to female youth referred by Probation, Police, and School Officials.
- g. Heart & Soul Kitchen

Contractor shall offer youth nutrition and cooking education through its Heart & Soul Kitchen program.

 - (1) Sessions shall be held every at least once per week in the afternoon and shall feature lesson plans using

the African Food Pyramid.

- (2) Youth will develop skills by helping to prepare a communal dinner at the end of the month.

h. STEM

Contractor's STEM (Science, Technology, Engineering, and Mathematics) Initiative shall engage at-risk youth and expose them to the applied side of STEM (e.g., coding, website development, robotics, etc.).

i. Study Hall twice per week for Youth ages 13-18; Afterschool Center for Youth ages 8-12

- (1) Utilizing tutors from UC Berkeley, Contractor shall provide at-risk youth (ages 13-18) with study hall twice per week on Tuesdays and Thursdays from 3:30 p.m. – 5:00 p.m. Youth shall be able to receive support with basic literacy, math, and other subjects that are challenging them.
- (2) Contractor shall provide youth ages 8-12 with access to an Afterschool Center daily from 2:00 p.m. - 6:00 p.m.

j. Referrals for Career Planning through the BYA Career Development & Prevention Center

- (1) Contractor shall provide employment, educational services, and training opportunities for high-risk youth and young adults during the summer and academic year.
- (2) Contractor shall help youth gain entry-level employment, obtain a GED, enroll in community college, or earn a certification in fields such as phlebotomy, nurse assisting, computer technology, and construction.
- (3) Contractor shall provide a Steps2Success to support youth in obtaining a California Identification card, transportation support, accessing health care services, and stabilizing their housing if needed.

- D. Provide comprehensive delinquency prevention services to help youth make a successful transition. Components of comprehensive services must

include:

1. **Outreach and Recruitment Plan:** Contractor shall provide services that are completely accessible to clients and their families (including hours of operation and days available).
2. **Record Keeping and Case Management for Youth:**
 - a. Contractors shall make contact and/or document attempts to reach youth and families referred for DPN services within three business days.
 - b. For any youth referred by ACPD, Contractor shall confirm receipt of the service referral request before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or designee) who completed the referral for services.
 - c. **Service Coordination Plan:** Contractor shall service youth referred by the following sources: ACPD, Law Enforcement, School, Family, Self, or Community Referral. This includes youth referred to the ACPD through Notice to Appear (NTA); on formal or informal probation; or court ordered informal probation. Other referrals may come from District Attorney, Public Defender, or the Juvenile Court and Law Enforcement Agencies in Alameda County.

E. Implementation Plan

1. The table below shall provide a baseline implementation plan for Contractor’s program/services.

Activities & Methods	Responsible Party	Evaluation Measures	Timeframe
Activity 1.1 <ul style="list-style-type: none"> ▪ Review the current offerings of Services and convene a meeting with relevant BYA staff 	<ul style="list-style-type: none"> ▪ Associate Director ▪ Counseling Center Program Manager 	<ul style="list-style-type: none"> ▪ Meeting agenda ▪ Meeting minutes ▪ Plan for service delivery 	Month 1
Activity 1.2 <ul style="list-style-type: none"> ▪ Inform partners in the Probation and Policy Departments that referrals can be sent 	<ul style="list-style-type: none"> ▪ Associate Director 	<ul style="list-style-type: none"> ▪ Notice via email and letter 	Month 1

Activities & Methods	Responsible Party	Evaluation Measures	Timeframe
Activity 1.3 <ul style="list-style-type: none"> ▪ Complete the MAYSI Version II on referrals ▪ Determine the need for further mental health services. 	<ul style="list-style-type: none"> ▪ Counselors 	<ul style="list-style-type: none"> ▪ Referrals ▪ Documentation 	Months 1 - 12
Activity 1.4 <ul style="list-style-type: none"> ▪ Community Service Projects 	<ul style="list-style-type: none"> ▪ Volunteer, Mentoring, and Academics Program Assistant 	<ul style="list-style-type: none"> ▪ List of Community Service Projects ▪ Updated form for tracking hours 	Month 1
Activity 1.5 <ul style="list-style-type: none"> ▪ Organize Study Hall twice per week for Youth ages 13-18 and ensure that at-risk youth ages 8-12 access the Afterschool Center. 	<ul style="list-style-type: none"> ▪ Office Manager ▪ MATCH Coordinator 	<ul style="list-style-type: none"> ▪ Study Hall schedule ▪ Afterschool Center schedule ▪ Sign-in Sheets 	Month 3 and ongoing
Activity 1.6 <ul style="list-style-type: none"> ▪ Develop promotional materials for Probation and Police Departments 	<ul style="list-style-type: none"> ▪ Counseling Center Program Coordinator 	<ul style="list-style-type: none"> ▪ Number of Promotional materials produced and distributed 	Month 2
Activity 1.7 <ul style="list-style-type: none"> ▪ Host Annual Health Fair 	<ul style="list-style-type: none"> ▪ SPARK Health Program Coordinator 	<ul style="list-style-type: none"> ▪ Vendor List ▪ Sign-in Sheets ▪ Photos 	Months 1 & 2 (or TBD)
Activity 1.8 <ul style="list-style-type: none"> ▪ Develop a health topic as a theme for each month and coordinate health access sessions twice per month 	<ul style="list-style-type: none"> ▪ SPARK Health Program Coordinator 	<ul style="list-style-type: none"> ▪ Monthly Schedule ▪ Number of referrals for health coverage assistance 	Month 2 and ongoing
Activity 1.9 <ul style="list-style-type: none"> ▪ Organize a meeting with school officials who will be returning to schools from summer breaks at the middle of August 	<ul style="list-style-type: none"> ▪ Associate Director 	<ul style="list-style-type: none"> ▪ Meeting Agenda ▪ Sign-in Sheet ▪ Meeting Arrangements 	As appropriate
Activity 1.10 <ul style="list-style-type: none"> ▪ Solicit unpaid and paid internship opportunities from health care organizations for at-risk youth 	<ul style="list-style-type: none"> ▪ SPARK Health Program Coordinator ▪ Workforce Program Manager 	<ul style="list-style-type: none"> ▪ Number of Internships ▪ Number of youth who secure internships 	Month 4 and ongoing
Activity 1.11 <ul style="list-style-type: none"> ▪ Implement college preparation workshops to encourage youth to think about their futures. ▪ Coordinate a Robotics Camp to expose the youth to applied science 	<ul style="list-style-type: none"> ▪ MATCH Contractor 	<ul style="list-style-type: none"> ▪ Number of college preparation sessions ▪ Number of participants in college preparation sessions ▪ Number of youth who participate in Robotics Camp 	Months 1-3 and ongoing

Activities & Methods	Responsible Party	Evaluation Measures	Timeframe
Activity 1.12 <ul style="list-style-type: none"> ▪ Coordinate YAB meeting in August and then monthly throughout the year. 	<ul style="list-style-type: none"> ▪ SPARK Health Program Coordinator ▪ MATCH Contractor 	<ul style="list-style-type: none"> ▪ Number of youth recruited and retained on YAB ▪ Meeting agendas ▪ Minutes 	Month 1 and ongoing
Activity 1.13 <ul style="list-style-type: none"> ▪ YAB will attend an Alameda County Board of Supervisors Meeting 	<ul style="list-style-type: none"> ▪ SPARK Health Program Coordinator ▪ MATCH Contractor 	<ul style="list-style-type: none"> ▪ Sign-in Sheets 	TBD
Activity 1.14 <ul style="list-style-type: none"> ▪ YAB will complete a group community service project 	<ul style="list-style-type: none"> ▪ SPARK Health Program Coordinator ▪ MATCH Contractor 	<ul style="list-style-type: none"> ▪ Description of the project ▪ Youth sign-ups ▪ Photo 	TBD
Activity 1.15 <ul style="list-style-type: none"> ▪ Recruit and sign up at-risk boys and girls to participate in the team sport of basketball 	<ul style="list-style-type: none"> ▪ Sports and Fitness Director 	<ul style="list-style-type: none"> ▪ Number of youth enrolled ▪ Number of youth participating on a regular basis 	Month 1 and ongoing
Activity 1.16 <ul style="list-style-type: none"> ▪ Recruit at-risk youth who are interested in participating in BYA's Heart & Soul Kitchen. ▪ Solicit referrals from the Alameda County Deputy Probation Officer on-site. 	<ul style="list-style-type: none"> ▪ Environmental Training Center Program Coordinator 	<ul style="list-style-type: none"> ▪ Number of youth enrolled ▪ Number of ACPD referrals ▪ Lesson plans ▪ Sign-in sheets ▪ Post-test 	Month 2 and ongoing
Activity 1.17 <ul style="list-style-type: none"> ▪ Youth will demonstrate their skills by helping to prepare a communal dinner held at the end of the month. 	<ul style="list-style-type: none"> ▪ Environmental Training Center Program Coordinator 	<ul style="list-style-type: none"> ▪ Number of meals prepared ▪ Number of people who attend communal dinner ▪ Photos 	Month 2 and ongoing

VI. PERFORMANCE MEASURES and DELIVERABLES

A. Release/Consent Information

1. Contractor shall obtain releases from clients to collect client-level data and provide such data to ACPD, including identifying information. If Contractor cannot obtain a release from any client because that individual refuses to sign a release, Contractor shall report the refusal to ACPD.
2. For any individual who refuses to sign a release to collect and release identifying information, Contractor shall report the same information, including the Service Information, in a format that does not use the individual's name or otherwise identify the individual.
3. The refusal of an individual to sign consent for release of

information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided.

- B. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.

The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of youth referred for any of the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Number of youth referred by referral type: Probation, Law Enforcement, School, Family, Self, or Community.
2. How well was it done?
 - a. Number and percentage of youth who received the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Of those youth referred by Probation, the number/percent who received services.
 - c. Of those referred, 85% will be enrolled in the service provided.
 - d. 80% of the youth will receive the service within one week of referral.
 - e. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.
3. Are participants better off?
 - a. Within six months of program completion, 75% of participating youth will not be arrested or reoffend, to be confirmed with Probation data.

- b. 75% of youth should experience a reduction of identified risk behaviors, based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

C. Reports

1. Monthly Reports

Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:

- a. Name of the youth served each month
- b. Probation case number (if applicable)
- c. Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
- d. Types of services
- e. Number of sessions provided to client for the month
- f. Total youth served for the month
- g. Cumulative total unduplicated youth
- h. Youth assessment instrument (provided by the Probation Department-To Be Announced)
- i. Pre/post assessment scores (if applicable)
- j. Closed cases outcome information
- k. Additional outcome information, as required

2. Bi-Annual Progress Reports

- a. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

3. Referral/Service Status Reports

- a. Contractor shall submit a written notification to the referring Deputy Probation Officer (DPO) or Program Services Coordinator (if applicable), as follows:
- (1) Before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;
 - (2) Within two weeks of the receipt of referral, provide written notification regarding the status of the referral and/or services;
 - (3) Within one month from the receipt of the referral, provide written notification, if applicable, and of the status of the referral and/or services; and
 - (4) Provide written notification regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractor shall establish and maintain ongoing communication with the youth's assigned DPO and/or the Program Services Coordinator (as appropriate) regarding the youth's progress.

4. Criminal Justice Involved Monthly Hiring Report

- a. Contractor shall report out on how many individuals with criminal justice system involvement (CJSI) are being employed by its organization. This report shall be due on the 10th of each month (or the next business day when the 10th is on a weekend or holiday). ACPD will provide a report template for Contractors to use.

**EXHIBIT B
PAYMENT TERMS**

1. Contractor shall use all payments solely in the support of the annual program budget as set forth in the table below:

Staffing	FTE	Hourly Rate	Estimated Hours	Billable Cost
Executive Director	0.22	\$33.65	0	\$0
Family Counselor/Mentoring	0.20	\$20.00	416	\$8,320
Case Manager	0.20	\$22.00	200	\$4,400
Data Management and Evaluation	0.26	\$24.15	100	\$0
Counseling Center Program Coordinator	0.10	\$26.00	100	\$0
Benefits				\$1,908
Staffing Subtotal				\$14,628
Professional Services		Hourly Rate	Estimated Hours	Billable Cost
Licenses Clinical Supervision for Master Level Counselors, Trainees, and Case Managers		\$65.00	80	\$5,200
Professional Services Subtotal				\$5,200
Operations Costs				Billable Cost
Audit cost (based on agency allocation plan)				\$0
Bookkeeping and Accounting Services (shared cost allocation)				\$1,250
Direct Aid-Supportive Services cost to support families with emergencies such as utility bills				\$1,000
Insurance Costs (based on agency allocation plan)				\$0
Maintenance, Janitorial, Security costs (based on agency allocation plan)				\$0
Office Supplies (paper, printing, ink cartridges, pens, etc.) (based on agency allocation plan)				\$0
Telephone cost (based on agency allocation plan)				\$0
Trips & Travel, Support for participation in school, collaborative meetings, and home visits by staff				\$300
Server Technology and Maintenance (based on agency allocation plan)				\$0
Miscellaneous Data Reporting Expenses				\$122
Operation Costs Subtotal				\$2,672
TOTAL YEARLY COST				\$22,500

- a. Any changes to the table above must be approved by the County prior to provision and invoicing of services. Regardless of any changes that are approved by the County, including hourly rates, Contractor shall not reduce services as set forth in Exhibit A (Specifications) nor exceed any other payment terms outlined in this Exhibit B (Payment Terms).

2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice and associated monthly reports.
 - a. Invoices shall be submitted, along with monthly reports, by the 10th of each month (or the next business day when the 10th is on a weekend or holiday).
3. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to: probfiscalinvoice@acgov.org
4. Total payment under the terms of this Agreement will not exceed the total amount of \$67,500. This cost shall be all-inclusive.
 - a. In order to ensure that services are available to the target population throughout the contract period, Contractor will not bill the County more than an average of \$1,875 per month without the approval of the ACPD Division Director.
5. No Supplanting of Funds:
 - a. Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G Endorsements and Conditions:	
<p>1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <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". <p>7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>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.</p>	

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.**

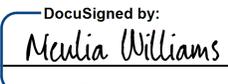
If there are any exceptions to this certification, insert the exceptions in the following space.

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: Berkeley Youth Alternatives

PRINCIPAL: Niculia Williams TITLE: Executive Director

SIGNATURE:  DATE: 4/9/2019

DocuSigned by:
7248F665A844472...

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 4/10/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Fresh Lifelines for Youth, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Delinquency Prevention Network Programs services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Delinquency Prevention Network Programs 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 Specifications
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from March 1, 2019 through February 28, 2022.

The compensation payable to Contractor hereunder shall not exceed Three Hundred Thirty Two Thousand Five Hundred Seventy One (\$332,571) 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	FRESH LIFELINES FOR YOUTH, INC.
-------------------	---------------------------------

By: DocuSigned by:
John Glann
EB371BC6D6094E Signature

By: DocuSigned by:
Katie Sandoval-Clark
6E6A8FF51FE049 Signature

Name: John Glann
(Printed)

Name: Katie Sandoval-Clark
(Printed)

Title: Purchasing Manager

Title: Director of Community Resources

Date: 4/8/2019

Date: 4/8/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422... Signature

Name: Kimberly Gasaway
(Printed)

Title: Chiefy Deputy, Administration

Date: 4/10/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees,

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

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

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

Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: ALAMEDA COUNTY PROBATION DEPARTMENT
1111 Jackson Street, 8th Floor
Oakland, CA 94607
ATTN: Jenifer Brown

To Contractor: Fresh Lifelines for Youth, Inc.
333 Hegenberger Road, Suite 707
Oakland, CA 94621
ATTN: Katie Sandoval-Clark

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 delinquency prevention network programs services shall not

exceed \$332,571 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

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

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to

a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (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 by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Delinquency Prevention Network (Programs) with the requirements set on this Exhibit A.
 - 1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901630, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
 - 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

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

Name	Title	Program(s)	
		Civic & Social Engagement (Hayward)	Mentoring (Oakland)
Cassidy Higgins	Director of Programs and Innovation	✓	✓
Jamela Joseph	Associate Director of Programs	✓	✓
Trevor Arceneaux	Law Program Manager	✓	
Danielle Ross	Leadership Program Case Manager	✓	
	Leadership Program Case Manager	✓	
Rachel Vosters	Evaluation & Learning Manager	✓	✓
Colin Ford	Law Program Site Manager	✓	

Tyenesha Washington	Alameda County Program Assistant	✓	
Stephanie Sieveke	CAFA Lead Case Manager		✓
	CAFA Coordinator		✓
	Law Program Coordinator	✓	
	Volunteer Facilitators	✓	

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

III. PROGRAM FRAMEWORK

Contractor’s services shall meet and/or address the following general requirements of the program/project framework, which shall take into consideration the diversity of clients overall.

A. **Positive Youth Development Approach:** (PYD) is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and their achievement of key developmental stages. The PYD framework is an alternative to viewing adolescent development through the lens of problems and deficits. Contractor shall use and integrate into the operation of their contract the principles of PYD. The PYD frameworks share the following five basic assumptions:

1. Healthy messages to youth about their bodies, behaviors, interpersonal relationships, and interactions;
2. Safe and structured places for youth to study, recreate, and socialize;
3. Strong relationships with adult role models;
4. Skill development in literacy competence, work readiness, and social skills; and
5. Opportunities for youth to serve others and build self-esteem.

B. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the at-risk and system-involved youth. Contractor shall have the cultural competency required to successfully serve the target

population in any service categories awarded. This competency spans not just race/ethnicity and language capacity, but it includes understanding and reflecting client's shared experiences, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.

C. **Evidence-Based Practices:** Contractor shall incorporate practices with evidence of effectiveness. Contractor shall also use the following eight evidence-based principles in order to achieve effective interventions:

1. Assess Actuarial Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Train with Directed Practice (Use Cognitive Behavioral Treatment methods)
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

For all service, treatment, or rehabilitative programs, the Contractor shall utilize and incorporate evidence-based correctional practices that are widely accepted as strategies to improve client mental health and behavioral outcomes. Greater consideration will be given to those programs that has demonstrated and incorporated evidence-based practices in their existing program, services, and curriculum.

D. **Trauma-Informed Care (TIC):** Contractor shall design activities in such a way that prevents re-traumatization; services shall respond to maladaptive coping mechanisms in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust. Contractor(s) shall use the following guidelines in order to ensure that they are conducting a trauma-informed care approach to services:

1. **Consumer Involvement:** Involve trauma survivors, consumers, and family members. These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, quality assurance, access to peer support, workforce development,

and evaluation).

2. **Cross-Sector Collaboration:** There is collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.
 3. **Interventions:** All interventions, including screening and assessment, are based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and trauma-specific interventions are acceptable, effective and available for individuals, youth, and families seeking services.
 4. **Training and Workforce Development:** Training on trauma and how to respond is available for all staff. A human resource system incorporates trauma-informed principles in hiring, supervision, and staff evaluation. Procedures are in place to support staff with trauma histories.
 5. **Consultation and Supervision:** All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the work place, including interactions between staff and clients, and among staff themselves.
 6. **Physical Environment:** Investments are made to ensure the physical environment promotes a sense of safety for clients and staff.
 7. **Quality Assurance:** There is ongoing assessment, tracking, and ongoing of trauma-informed principles.
- E. **Developmentally Appropriate:** Contractor shall be attuned to the developmental impact of negative experiences and address related strengths and deficits to ensure youth develop a healthy trajectory
- F. **Understanding Experiences:** Contractor shall address how youth frame what has happened to them in the past and help youth positively shape their beliefs about the future.
- G. **Coping Strategies:** Contractor shall help youth transform maladaptive coping methods into healthier, more productive strategies.
- H. **Social Support:** Contractor shall include strategies for helping youth build protective factors such as connections with schools, employment, health care, legal services, appropriate family members and other caring adults.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall have plans in place for addressing the following administrative requirements:

A. Background Checks

1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants who have regular and/or unsupervised private contact with youth served by the organization. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law.
2. To the extent the Contractor is able, the plan shall include the Federal Bureau of Investigation (FBI) criminal history records, including fingerprint checks and child abuse and neglect registry checks. If a Contractor is unable to obtain FBI criminal history information or child abuse and neglect registry information, the Contractor's must detail its efforts to obtain such information and the impediments encountered.
3. In addition, as appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport youth), and professional licensing records.

B. Emergency Preparedness Plan:

1. Contractor shall have a preparedness, response, and recovery plan. The plan should contain strategies for addressing evacuation, security, food, medical supplies, and notification to youths' families, as appropriate. In the event of an evacuation due to specific facility issues, such as fire, loss of utilities, or at the direction of authorities, an alternative location needs to be established and posted.

C. Staff Development and Training Plan

1. Contractor shall ensure that all paid and volunteer workers are trained on the Core Competencies of Youth Workers necessary to carry out the objectives and activities of the contract. This shall include, but is not be limited to, positive youth development, trauma-informed care, evidence-informed practices, outreach and recruitment, human trafficking prevention and intervention, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency.

2. Contractor shall have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the DPN. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
3. Contractor shall hold several trainings annually to ensure that staff are skilled in evidence-based and best practices and are current in all practices in order to deliver services that are youth-centered, culturally responsive, and strengths-based. Training shall include, at minimum, the following:
 - a. Cognitive Behavioral Therapy for Youth;
 - b. Motivational Interviewing for Youth;
 - c. Evidence-Based Practices with Juvenile Justice Youth (focused on identifying and building skills around criminogenic needs when providing services);
 - d. Building Developmental Assets;
 - e. Strengths-Based Case Management Approaches;
 - f. CPS Mandated Reporting Training;
 - g. Identifying and Preventing Commercial Sexual Exploitation of Children;
 - h. Drug and Alcohol Abuse and Addiction Training; and
 - i. Secondary Trauma Training for Youth Practitioners.
4. Contractor shall agree to provide staff with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice involved individuals and evidence-based practices may be required.

D. 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. The

funding agency should be written out in full, an approved logo attached followed by the RFP number in square brackets. 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 work was supported by the Alameda County Probation Department, Delinquency Prevention Network Programs services, Master Contract No. 901630.

V. SPECIFIC REQUIREMENTS

- A. Engage in the coordinated entry process in the community.
1. Contractor(s) shall provide services at the following Service Delivery Sites:
 - a. Contractor's facility;

Fresh Lifelines for Youth, Inc.
333 Hegenberger Road
Oakland, CA 94261
 - b. Client's home;
 - c. Probation offices;
 - d. School, including but not limited to those listed below; and
 - (1) Hayward Community School
680 W. Tennyson Road
Hayward, CA 94544
 - (2) La Familia Counseling
22366 Fuller Avenue
Hayward, CA 94541
 - (3) Brenkwitz High School
22100A Princeton Street, Suite A
Hayward, CA 94541
 - e. Any other sites that support the client and family engagement process.
- B. Target Population:
1. Contractor shall provide core intervention services to at-risk and system-involved youth which includes youth who are habitual

truants, runaways and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families; to at-risk and justice-involved youth (informal and formal probation), ages 8 to 18; and Transition Age Youth (TAY), ages 18 to 21 (with active probation involvement or Non-Minor Dependents) non-probation involved and truant youth.

a. Minimum Number of Unduplicated Youth to be Served Annually:

(1) Mentoring (Oakland): 15

(2) Civic and Social Engagement (Hayward): 30

[25 Law Program + 5 Leadership Program]

b. Service Area:

(1) Oakland (Mentoring)

(2) Hayward (Civic and Social Engagement)

C. Program Services

Contractor(s) shall provide the following core intervention services to the target population:

1. **Civic and Social Engagement (Hayward):** Services and programs that inform and empower youth to become actively engaged in civic and social activities. Programming shall promote their understanding and commitment to participating in, developing, planning and leading structured activities in their communities.

a. Contractor shall provide programs for at-risk and system-involved youth to support their development of new behaviors, ambitions, and perspectives.

b. Contractor's Law and Leadership Program model shall foster civic and social engagement, first by teaching youth about the law and building their social skills, and then by giving them leadership training and an opportunity to give back to their communities.

c. Law Program Activities and Responsibilities

(1) Contractor shall provide comprehensive evidence-based assessments to each participant.

- (a) For its Law Program, Contractor shall target youth who are at risk of juvenile justice system-involvement or behavioral challenges.

[Responsible Party from Contractor: Evaluation and Learning Manager, Law Program Coordinator, Law Program Site Manager]

(2) Classes:

- (a) Contractor's law-related education curriculum shall be an interactive and evidence-informed program that uses role-plays, debates, and mock trials and city council meetings to capture youth interest by educating them about the law and consequences of crime.
- (b) Contractor's sessions shall be highly-structured and shall group three or four facilitators with approximately 10 to 20 youth per class.
- (c) Classes shall meet once per week for up to two hours over a 12-week period.

[Responsible Party from Contractor: Law Program Manager, Law Program Site Manager; Law Program Coordinator; Volunteer Facilitators]

(3) Field Trip and Recognition Ceremony:

- (a) Midway through Contractor's Law Program, Contractor shall take youth on a field trip to a local university where they take a campus tour, learn about the juvenile justice system, and act out a mock trial in a law school courtroom.
- (b) Contractor's Law Program shall culminate with a recognition ceremony for youth, their families, and friends, fostering social engagement by encouraging youths' social sphere to see them in a positive and strengths-based light.

[Responsible Party from Contractor: Law Program Site Manager]

(4) Conduct pre-and post-testing as required by ACPD and

Contractor.

[Responsible Party from Contractor: Evaluation and Learning Manager, Law Program Coordinator, Law Program Site Manager]

- (5) At the end of the Law Program, Contractor shall identify youth who are moderate- to high-risk and refer them to the Contractor's Leadership Training Program.

[Responsible Party from Contractor: Evaluation and Learning Manager; Law Program Manager; Law Program Site Manager; Leadership Program Case Managers]

d. Leadership Training Program Activities and Responsibilities

- (1) Contractor shall provide comprehensive evidence-based assessments to each peer leader.

[Responsible Party from Contractor: Leadership Program Case Managers]

(2) Group Support:

- (a) Contractor's shall coordinate and provide a three-day wilderness retreat for participants to develop leadership skills, learn how to serve their community, and bond with Contractor staff and peers in their cohort.
- (b) Contractor shall ensure that youth meet bi-monthly to support each other in a group setting, and to design and lead service-learning projects, which help youth to self-reflect and redefine their past identities into positive ones.

[Responsible Party from Contractor: Alameda County Program Assistant; Leadership Program Case Managers]

(3) 1:1 Support

- (a) Contractor shall develop, monitor, and update a Youth Service Plan for each Leadership Training Program participant.
- (b) Contractor shall provide youth in its Leadership

Training Program with intensive 1:1 coaching and 1:1 case management that will include connecting youth with needed services, such as educational resources, tutors, programs for substance use disorders and/or mental health issues, and others as relevant.

- (c) Contractor shall incorporate individualized leadership training that supports civic and social engagement in the youths' own communities.

[Responsible Party from Contractor: Leadership Program Case Managers]

- (4) Contractor shall assist peer leaders with job searches and college admissions.

[Responsible Party from Contractor: Leadership Program Case Managers]

- (5) As needed or upon County's request, Contractor shall attend school, Probation, and other systems meetings—as well as court dates—to provide information and feedback to systems partners.

[Responsible Party from Contractor: Leadership Program Case Managers]

- (6) Contractor shall organize and provide monthly group activities for peer leaders, including service learning projects and other leadership development opportunities.

[Responsible Party from Contractor: Alameda County Program Assistant; Leadership Program Case Managers]

- 2. **Mentoring:** Programs that connect culturally conscious, positive adults with youth who are facing adversity to support them in the development of age appropriate skills, reduce the potential for system involvement and develop the capacity for critical thinking.
 - a. Contractor's Court Appointed Friend and Advocate (CAFA) Mentor Program shall be designed to help youth on probation form new positive identities, ambitions, and attitudes by providing them with caring, dedicated volunteer mentors.

- (1) In addition to being positive role models in their community, Contractor's CAFA Mentors shall be trained, court-appointed legal advocates who present to the court oral and written reports that document their mentee's progress.

b. CAFA Mentor Program Activities and Responsibilities

- (1) Provide comprehensive evidence-based baseline assessments to each participant.
 - (a) Contractor's CAFA Mentor Program shall focus on youth on probation who are in need of positive adult role models and pro-social interventions.

[Responsible Party from Contractor: CAFA Lead Case Manager]

(2) Mentoring

- (a) Contractor shall recruit and match highly trained CAFA Mentors with youth on probation.
 - i. CAFAs shall be required to have a valid driver's license, a working vehicle, and valid auto insurance so the mentor is able to meet the youth in the youth's community.
 - ii. CAFAs shall be allowed to drive their mentees and encouraged to drive their mentees to activities and events that the Contractor provides.

(b) Phased Case Management Strategy

After receiving a youth referral from ACPD or the juvenile court, Contractor's CAFA Mentor Program shall have four phases:

- i. The Pre-Match Phase: Allows for the case manager and the mentee to build rapport and create an individualized service plan after identifying barriers of success.

- ii. Phase I: Transition is the initial meeting and beginning of the mentorship relationship, during which the match is heavily supported by the case manager. The match is invited to attend regular pro-social activities to build positive mentoring and peer relationships to show youth how to have fun in a healthy, sober, and legal fashion.
- iii. Phase II (Try-Out): The CAFA works to develop the youth's life goals and their milestones toward attaining them. The mentor also advocates for the youth in the courtroom. By setting expectations for their future and providing them with an advocate in the courtroom, CAFA Mentors lead their mentees to see themselves in a positive light.
- iv. Phase III (Transfer of Care): The match is long-lasting and secure, and the mentee will have a positive adult influence after the program ends. The phased case management system shall ensure that matches will be successful, and youth will have a positive community of support as they build a long-lasting relationships with their mentors.

(c) Weekly 1:1 Mentoring

Contractor shall ensure CAFAs meet with their mentees weekly to spend time together, build a healthy and positive relationship, and work toward the goals that youth set for themselves.

- i. CAFA mentors and their mentees shall meet for an average of one hour a week for at least 12 months.

(d) Family Visits

Contractor shall ensure the CAFA Mentor Program engages the probation youth's family as the case manager and the mentor meets

frequently with the family to understand the family environment and to address possible problems.

- i. During these meetings, the probation youth's family can raise concerns and participate in the CAFA Mentor Program.
 - ii. Contractor's case managers shall serve as a resource to family members, offering access to services and information that helps support the youth's ability to successfully complete probation and exit the juvenile justice system.
- (e) Contractor's mentoring model shall be based on the evidence-based Elements of Effective Practice for Mentoring and incorporates all of the standard practices, and many of the enhancement practices, of the six elements laid out: Recruiting, Screening, Training, Matching, Monitoring and Support, and Closure.

[Responsible Party from Contractor: CAFA Lead Case Manager; CAFA Coordinator; Associate Director of Programs]

(3) Court Advocacy

- (a) Contractor shall ensure that court-appointed CAFA Mentors act as advocates and champions for youth at their probation and other court hearings.
- (b) Contractor shall ensure CAFAs are able to give the court an update, via oral and written court reports, on the milestones youth have reached, as well as the challenges they face.

[Responsible Party from Contractor: Lead CAFA Case Manager]

(4) Group Pro-Social Activities

- (a) Contractor shall ensure the CAFA Mentor

Program incorporates regular pro-social events at which matches can support each other in a group setting, engage in team building, and bond.

[Responsible Party from Contractor: CAFA Coordinator]

(5) 1:1 Support

- (a) Each CAFA match shall receive 1:1 coaching and support from Contractor's case manager who shall works with them to design an individualized service plan around educational, vocational, and health goals.

[Responsible Party from Contractor: CAFA Lead Case Manager]

- (6) Contractor shall track all touchpoints and meetings with the mentees to collect data for evaluation and program modification.

[Responsible Party from Contractor: CAFA Lead Case Manager, CAFA Coordinator, Evaluation and Learning Manager]

- (7) Conduct pre- and post-testing as required by the County and the Contractor.

[Responsible Party from Contractor: Lead CAFA Case Manager, Evaluation and Learning Manager]

- c. CAFAs and Contractor's staff shall be responsible for transporting youth to and from all weekly meetings and group activities.

D. Implement ACPD-approved screening and assessment tools that will guide identification, assistance, and referral for delivery of appropriate services.

1. At intake, Contractor shall collect youth demographic information (race/ethnicity, income, address and other contact information, etc.), as well as probation status (if any).
2. After a formal referral, Contractor's case manager shall administers a comprehensive baseline assessment (BLA) to gather critical information about the youth.

- a. This assessment shall include components of the Ohio Youth Assessment System (OYAS) or an alternative risk/needs assessment that will help identify the needs of youth in the program and inform service planning to address those needs.
 - b. Through the BLA, Contractor shall gather information on such focus areas as the youth's history of substance use, history of trauma, and employment and education attainment, and developmental assets.
- E. Provide comprehensive delinquency prevention services to help youth make a successful transition. Components of comprehensive services must include:
- 1. **Outreach and Recruitment Plan:** Contractor shall provide services that are completely accessible to clients and their families (including hours of operation and days available).
 - 2. **Record Keeping and Case Management for Youth:**
 - a. Contractors shall make contact and/or document attempts to reach youth and families referred for DPN services within three business days.
 - b. For any youth referred by ACPD, Contractor shall confirm receipt of the service referral request before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or designee) who completed the referral for services.
 - c. **Service Coordination Plan:** Contractor shall service youth referred by the following sources: ACPD, Law Enforcement, School, Family, Self, or Community Referral. This includes youth referred to the ACPD through Notice to Appear (NTA); on formal or informal probation; or court ordered informal probation. Other referrals may come from District Attorney, Public Defender, or the Juvenile Court and Law Enforcement Agencies in Alameda County.
- F. Project Timeline

The project timeline below shall provide a baseline dates for Contractor's program/services.

1. Civic and Social Engagement
 - a. First Quarter of Fiscal Year (July-August)
 - (1) Work with schools to identify and secure sites for Contractor's Law Program
 - (2) Establish a referral pipeline for youth in need of Civic and Social Engagement services
 - (3) Provide volunteer recruitment, screening, and training for volunteer facilitators to support the delivery of the Law Program
 - (4) Begin intake of referrals from the Delinquency Prevention Network
 - (5) Begin service delivery at Site 1 of the Law Program (Classes 1-5) and Baseline Assessments (BLAs) for youth who have attended 4+ classes
 - b. Second Quarter of Fiscal Year (September-December)
 - (1) Continue service delivery and BLAs at Site 1 of the Law Program (Classes 5-12)
 - (2) Conduct the Law Program Field Trip to a local university for Site 1
 - (3) Conduct Recognition Ceremony and close-out for Site 1
 - (4) Begin Intake for Site 2 (if needed) of the Law Program
 - (5) Begin service delivery at Site 2 (Classes 1-3)
 - c. Third Quarter of Fiscal Year (January-March)
 - (1) Continue service delivery and begin BLAs at Site 2 of the Law Program (Classes 3-12)
 - (2) Conduct the Law Program Field Trip to a local university for Site 2
 - (3) Conduct Recognition Ceremony and close-out for Site 2
 - (4) Begin recruitment of moderate/high-risk youth for the

Leadership Training Program from youth who have attended Contractor's Law Program

- (5) Report on youth served and data/performance measures collected

d. Fourth Quarter of Fiscal Year (April-June)

- (1) Conduct intake and launch Cohort 1 of the Leadership Training Program with a kick-off retreat
- (2) Provide case management and group service learning projects/activities for Leadership Training Program youth
- (3) Work with schools to identify and secure sites for Contractor's Law Program for the next contract year (Year 2) and recruit, screen, and train new volunteers
- (4) Report on youth served and data/performance measures collected.

2. Mentoring

a. First Quarter

- (1) Work with the Probation Department and Juvenile Court to create a referral pipeline for youth in need of mentoring and court advocacy.
- (2) Provide volunteer recruitment, screening, and training for volunteer CAFA Mentors to support the delivery of the CAFA Mentor Program.
- (3) Work with contract partners to create a project evaluation plan that ensures all performance measures will be met under the contract.
- (4) Begin intake of referrals from the Delinquency Prevention Network for the CAFA Mentor Program.
- (5) Add three (3) to five (5) youth onto the CAFA Lead Case Manager's caseload.
- (6) Match youth with CAFA Mentors.
- (7) Begin Baseline Assessments (BLAs) for youth who are referred into the program.

- (8) Report on youth served and data/performance measures collected.
- b. Second Quarter
- (1) Add three to five youth to the caseload. Continue to conduct referral, intake, and assessment of new youth.
 - (2) Conduct a pro-social activity for current matches.
 - (3) Meet with CAFA Oversight Committee to monitor the program and discuss youth's needs.
 - (4) Report on youth served and data/performance measures collected.
- c. Third Quarter
- (1) Add three to five youth to the caseload. Continue to conduct referral, intake, and assessment of new youth.
 - (2) Conduct a pro-social activity for current matches.
 - (3) Meet with CAFA Oversight Committee to monitor the program and discuss youth's needs.
 - (4) Report on youth served and data/performance measures collected.
- d. Fourth Quarter
- (1) With a full caseload, the Lead CAFA Case Manager will continue to conduct phased case management for current matches.
 - (2) Conduct a pro-social activity for current matches.
 - (3) Meet with CAFA Oversight Committee to monitor the program and discuss youth's needs.
 - (4) Conduct a volunteer training to ensure new CAFA Mentors are ready when the first enrolled youth exit the program and new referrals are obtained (Year 2 of the contract).

VI. PERFORMANCE MEASURES and DELIVERABLES

A. Release/Consent Information

1. Contractor shall obtain releases from clients to collect client-level data and provide such data to ACPD, including identifying information. If Contractor cannot obtain a release from any client because that individual refuses to sign a release, Contractor shall report the refusal to ACPD.
 2. For any individual who refuses to sign a release to collect and release identifying information, Contractor shall report the same information, including the Service Information, in a format that does not use the individual's name or otherwise identify the individual.
 3. The refusal of an individual to sign consent for release of information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided.
- B. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.

The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of youth referred for any of the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Number of youth referred by referral type: Probation, Law Enforcement, School, Family, Self, or Community.
2. How well was it done?
 - a. Number and percentage of youth who received the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Of those youth referred by Probation, the number/percent who received services.
 - c. Of those referred, 85% will be enrolled in the service provided.
 - d. 80% of the youth will receive the service within one week of referral.

e. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

3. Are participants better off?

a. Within six months of program completion, 75% of participating youth will not be arrested or reoffend, to be confirmed with Probation data.

b. 75% of youth should experience a reduction of identified risk behaviors, based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

C. Reports

1. Monthly Reports

Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:

a. Name of the youth served each month

b. Probation case number (if applicable)

c. Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)

d. Types of services

e. Number of sessions provided to client for the month

f. Total youth served for the month

g. Cumulative total unduplicated youth

h. Youth assessment instrument (provided by the Probation Department-To Be Announced)

i. Pre/post assessment scores (if applicable)

- j. Closed cases outcome information
 - k. Additional outcome information, as required
2. Bi-Annual Progress Reports
- a. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.
3. Referral/Service Status Reports
- a. Contractor shall submit a written notification to the referring Deputy Probation Officer (DPO) or Program Services Coordinator (if applicable), as follows:
 - (1) Before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;
 - (2) Within two weeks of the receipt of referral, provide written notification regarding the status of the referral and/or services;
 - (3) Within one month from the receipt of the referral, provide written notification, if applicable, and of the status of the referral and/or services; and
 - (4) Provide written notification regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractor shall establish and maintain ongoing communication with the youth's assigned DPO and/or the Program Services Coordinator (as appropriate) regarding the youth's progress.
4. Criminal Justice Involved Monthly Hiring Report
- a. Contractor shall report out on how many individuals with criminal justice system involvement (CJSI) are being employed by its organization. This report shall be due on the 10th of each month (or the next business day when the 10th is on a weekend or holiday). ACPD will provide a report template for Contractors to use.
- D. Contractor's data collection and performance evaluation efforts shall be

overseen by its Evaluation and Learning (E&L) Department, which shall be dedicated to managing all of the Contractor's data collection, data quality assurance, and program reporting.

1. Contractor shall use the Efforts to Outcomes (ETO) database to meet its contract reporting requirements and program evaluation needs. This database will be utilized to support the performance measures and deliverables requirements.
 - a. ETO shall be a comprehensive web-based management information system that manages client-level data, programmatic activities, and outcomes as well as producing reports that meet the Contractor's and the County's needs.
2. Contractor shall be able to report case level and aggregate data including but not limited to:
 - a. Demographic data: age, gender, race/ethnicity, and self-reported probation status and criminal history.
 - b. Client service-relevant data: contact information, education/employment information, and substance use history.
 - c. Services provided and program enrollment: attendance at program activities, case management interactions, case notes, and changes in client status.
 - d. Outcome information: obtainment of high school diploma/GED, grade matriculation, probation completion, accumulation of development assets/social-emotional learning, and recidivism/arrest data.

**EXHIBIT B
PAYMENT TERMS**

1. Contractor shall use all payments solely in the support of the annual program budgets as set forth in the tables below:

CIVIC and SOCIAL ENGAGEMENT (Hayward)					
Direct Costs: Personnel	Annual Salary (for 1.0 FTE)	Program Effort (FTE)	Salary Billable to the County	Fringe Cost (@22%)	Total Billable Annual Cost
Cassidy Higgins	\$95,000	0.07	\$6,650	\$1,330	\$7,980
Jamela Joseph	\$70,000	0.20	\$0	\$0	\$0
Trevor Arcenaux	\$58,000	0.20	\$0	\$0	\$0
Colin Ford	\$49,920	0.20	\$0	\$0	\$0
Leadership Program Case Manager	\$44,660	0.23	\$10,272	\$2,054	\$12,326
Danielle Ross	\$49,920	0.23	\$11,482	\$2,296	\$13,778
Tyenesha Washington	\$39,998	0.23	\$9,200	\$1,840	\$11,040
Rachel Vosters	\$57,000	0.15	\$0	\$0	\$0
Law Program Coordinator	\$21,840	0.25	\$0	\$0	\$0
Staffing Subtotal					\$45,124
Direct Costs: Non-Personnel					
Leadership Retreat					\$3,069
Leadership Program Activities					\$1,000
Transportation					\$2,000
Law Program Field Trip					\$525
Law Program Graduation					\$325
Occupancy Costs					\$3,000
Operational Costs Subtotal					\$9,919
TOTAL DIRECT COSTS					\$55,043
Indirect Costs (@10%)					\$5,504
TOTAL ANNUAL CIVIC AND SOCIAL ENGAGEMENT (HAYWARD) PROGRAM COST					\$60,547

MENTORING (Oakland)					
Direct Costs: Personnel	Annual Salary (for 1.0 FTE)	Program Effort (FTE)	Salary Billable to the County	Fringe Cost (@22%)	Total Billable Annual Cost
Cassidy Higgins	\$95,000	0.07	\$6,650	\$1,330	\$7,980
Jamela Joseph	\$70,000	0.20	\$4,000	\$800	\$4,800
CAFA Lead Case Manager	\$48,000	1.00	\$0	\$0	\$0
CAFA Coordinator	\$43,000	0.50	\$21,500	\$4,300	\$25,800
Staffing Subtotal					\$38,580

Direct Costs: Non-Personnel	
Transportation	\$3,000
Occupancy Costs	\$1,500
Client Costs	\$1,250
Program Activities	\$1,406
Operational Costs Subtotal	\$7,156
TOTAL DIRECT COSTS	
Indirect Costs (@10%)	\$4,574
TOTAL ANNUAL MENTORING (OAKLAND) PROGRAM COST	
	\$50,310

- a. Any changes to the tables above must be approved by the County prior to provision and invoicing of services. Regardless of any changes that are approved by the County, including hourly rates, Contractor shall not reduce services as set forth in Exhibit A (Specifications) nor exceed any other payment terms outlined in this Exhibit B (Payment Terms).
2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice and associated monthly reports.
 - a. Invoices shall be submitted, along with monthly reports, by the 10th of each month (or the next business day when the 10th is on a weekend or holiday).
3. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to: probfiscalinvoice@acgov.org
4. Total payment under the terms of this Agreement will not exceed the total amount of \$332,571. This cost shall be all-inclusive.
 - a. In order to ensure that services are available to the target population throughout the contract period, Contractor will not bill the County more than an average of \$9,238.08 per month without the approval of the ACPD Division Director.
5. No Supplanting of Funds:
 - a. Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G	<p><u>Endorsements and Conditions:</u></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, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 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 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: Fresh Lifelines for Youth, Inc.

PRINCIPAL: Katie Sandoval-Clark TITLE: Director of Community Resources

SIGNATURE:  DATE: 4/8/2019
6E6A8FF51FE0490...

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 4/19/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Youth UpRising, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Delinquency Prevention Network Programs services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Delinquency Prevention Network Programs 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 Specifications
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from March 1, 2019 through February 28, 2022.

The compensation payable to Contractor hereunder shall not exceed Six Hundred Thirty Six Thousand Dollars (\$636,000) 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	Youth UpRising
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By: DocuSigned by:
John Glann
EB371BC6D6094BF... Signature

By: DocuSigned by:
Shawana Booker
CD0193A7BEA949F... e

Name: John Glann
(Printed)

Name: Shawana Booker
(Printed)

Title: Purchasing Manager

Title: Chief Programs Officer

Date: 4/18/2019

Date: 4/18/2019

By: DocuSigned by:
kimberly Gasaway
BB3D9AF6ACCD422... Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 4/19/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees,

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

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

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

Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary 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: ALAMEDA COUNTY PROBATION DEPARTMENT
1111 Jackson Street, 8th Floor
Oakland, CA 94607
ATTN: Mariana Dailey

To Contractor: Youth UpRising
8711 MacArthur Boulevard
Oakland, CA 94605
ATTN: Shawana Booker

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 Delinquency Prevention Network Program Services shall not

exceed \$636,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

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

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to

a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (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 by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Delinquency Prevention Network (Programs) with the requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901630, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

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

Name	Title/Role
Shawana Booker	Chief Programs Officer
Tyrisha Smith-Grady	Career Coach
Tsehayu Bantidagne	Employment Specialist
Shirley Block	Case Manager
Edrica Coleman	Mental Health Clinician
Subcontractor	
Five Keys	Educational Partner

1. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement

shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

III. PROGRAM FRAMEWORK

Contractor's services shall meet and/or address the following general requirements of the program/project framework, which shall take into consideration the diversity of clients overall.

- A. **Positive Youth Development Approach:** (PYD) is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and their achievement of key developmental stages. The PYD framework is an alternative to viewing adolescent development through the lens of problems and deficits. Contractor shall use and integrate into the operation of their contract the principles of PYD. The PYD frameworks share the following five basic assumptions:
1. Healthy messages to youth about their bodies, behaviors, interpersonal relationships, and interactions;
 2. Safe and structured places for youth to study, recreate, and socialize;
 3. Strong relationships with adult role models;
 4. Skill development in literacy competence, work readiness, and social skills; and
 5. Opportunities for youth to serve others and build self-esteem
- B. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the at-risk and system-involved youth. Contractor shall have the cultural competency required to successfully serve the target population in any service categories awarded. This competency spans not just race/ethnicity and language capacity, but it includes understanding and reflecting client's shared experiences, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
- C. **Evidence-Based Practices:** Contractor shall incorporate practices with evidence of effectiveness. Contractor shall also use the following eight evidence-based principles in order to achieve effective interventions:

1. Assess Actuarial Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Train with Directed Practice (Use Cognitive Behavioral Treatment methods)
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

For all service, treatment, or rehabilitative programs, the Contractor shall utilize and incorporate evidence-based correctional practices that are widely accepted as strategies to improve client mental health and behavioral outcomes. Greater consideration will be given to those programs that has demonstrated and incorporated evidence-based practices in their existing program, services, and curriculum.

D. **Trauma-Informed Care (TIC):** Contractor shall design activities in such a way that prevents re-traumatization; services shall respond to maladaptive coping mechanisms in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust. Contractor(s) shall use the following guidelines in order to ensure that they are conducting a trauma-informed care approach to services:

1. **Consumer Involvement:** Involve trauma survivors, consumers, and family members. These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, quality assurance, access to peer support, workforce development, and evaluation).
2. **Cross-Sector Collaboration:** There is collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.
3. **Interventions:** All interventions, including screening and assessment, are based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and

trauma-specific interventions are acceptable, effective and available for individuals, youth, and families seeking services.

4. **Training and Workforce Development:** Training on trauma and how to respond is available for all staff. A human resource system incorporates trauma-informed principles in hiring, supervision, and staff evaluation. Procedures are in place to support staff with trauma histories.
 5. **Consultation and Supervision:** All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the work place, including interactions between staff and clients, and among staff themselves.
 6. **Physical Environment:** Investments are made to ensure the physical environment promotes a sense of safety for clients and staff.
 7. **Quality Assurance:** There is ongoing assessment, tracking, and ongoing of trauma-informed principles.
- E. **Developmentally Appropriate:** Contractor shall be attuned to the developmental impact of negative experiences and address related strengths and deficits to ensure youth develop a healthy trajectory
- F. **Understanding Experiences:** Contractor shall address how youth frame what has happened to them in the past and help youth positively shape their beliefs about the future.
- G. **Coping Strategies:** Contractor shall help youth transform maladaptive coping methods into healthier, more productive strategies.
- H. **Social Support:** Contractor shall include strategies for helping youth build protective factors such as connections with schools, employment, health care, legal services, appropriate family members and other caring adults.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall have plans in place for addressing the following administrative requirements:

- A. Background Checks
 1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants who have regular and/or unsupervised private contact with youth served by the organization. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required

by state law.

2. To the extent the Contractor is able, the plan shall include the Federal Bureau of Investigation (FBI) criminal history records, including fingerprint checks and child abuse and neglect registry checks. If a Contractor is unable to obtain FBI criminal history information or child abuse and neglect registry information, the Contractor's must detail its efforts to obtain such information and the impediments encountered.
3. In addition, as appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport youth), and professional licensing records.

B. Emergency Preparedness Plan:

1. Contractor shall have a preparedness, response, and recovery plan. The plan should contain strategies for addressing evacuation, security, food, medical supplies, and notification to youths' families, as appropriate. In the event of an evacuation due to specific facility issues, such as fire, loss of utilities, or at the direction of authorities, an alternative location needs to be established and posted.

C. Staff Development and Training Plan

1. Contractor shall ensure that all paid and volunteer workers are trained on the Core Competencies of Youth Workers necessary to carry out the objectives and activities of the contract. This shall include, but is not be limited to, positive youth development, trauma-informed care, evidence-informed practices, outreach and recruitment, human trafficking prevention and intervention, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency.
2. Contractor shall have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the DPN. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
3. Contractor shall offer a Queers & Allies Workgroup that supports

and propels staff to ensure that all of its programs and services are open and welcoming to all youth regardless of gender, sexual orientation, and cultural identification.

- a. Contractor shall regularly revisit trainings on microaggressions and creating safe and inclusive spaces for all youth.
4. Contractor shall agree to provide staff with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice involved individuals and evidence-based practices may be required.

D. 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. The funding agency should be written out in full, an approved logo attached followed by the RFP number in square brackets. 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 work was supported by the Alameda County Probation Department, Delinquency Prevention Network Programs services, Master Contract No. 901630.

V. SPECIFIC REQUIREMENTS

- A. Engage in the coordinated entry process in the community.
 1. Contractor(s) shall provide services at the following Service Delivery Sites:
 - a. Contractor's facility;

Youth UpRising
8711 MacArthur Boulevard
Oakland, CA 94605
Hours: 8:00 a.m. – 7:00 p.m.
 - b. Client's home;
 - c. Probation offices;

- d. School; and
- e. Any other sites that support the client and family engagement process.

B. Target Population:

- 1. Contractor shall provide core intervention services to at-risk and system-involved youth which includes youth who are habitual truants, runaways and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families; to at-risk and justice-involved youth (informal and formal probation), ages 8 to 18; and Transition Age Youth (TAY), ages 18 to 21 (with active probation involvement or Non-Minor Dependents) non-probation involved and truant youth.
 - a. Minimum Number of Unduplicated Youth to be Served Annually: 50
 - b. Service Area: Oakland

C. Program Services

Contractor(s) shall provide the following core intervention services to the target population:

- 1. **Life Skills and Support Services:** Services and programs that enhance a youth's ability to live independently and provide skills and opportunities that are critical to success, such as tangible life skill development, and pro-social engagement.
- 2. Contractor shall implement its *YU Achieve* program, a three-pronged strategy to successfully increase youth and young adult access to improved mental health, educational and career attainment and training that will lead to self and family sustaining wages.
 - a. **Prong 1: Trauma Informed Case Management and Mental Health Services**
 - (1) Contractor shall assign its Case Manager to all participants to complete a wellness needs assessment and screening.
 - (2) When history of traumatic experiences is identified—in collaboration with the participant, and based on participant need and presentation—Contractor's Case Manager shall connect participants to an in-house

therapist for mental health services via group or individual support.

- (3) Contractor shall identify current strengths, challenges, and opportunities for support using an intake assessment tool. The Case Manager shall devote a minimum of five hours of case management to each participant with increased hours to higher need youth.
- (4) Contractor's Case Manager shall meet regularly with youth initially to support maintaining their mental health stability plan constructed with the clinical experts who will, at minimum, provide psychoeducation around trauma and teach skills to manage symptoms that impact daily functioning and healthy community experiences.
- (5) Contractor shall provide each youth with:
 - (a) Five hours of preventative wellness education; and/or
 - (b) Mental health stabilization by way of regular clinical support
- (6) Once a participant has some basic awareness around their own mental health needs and trauma presentation, Contractor shall move the participant forward to the next prong.

b. Prong 2: Career and Education Pathways

- (1) Contractor shall place participants into partially or fully subsidized, part- or full-time employment, for 100 hours.
- (2) In addition to participating in the career readiness curriculum, Contractor shall provide each participant with an education plan and may be enrolled in vocational training or apprenticeship.
 - (a) Contractor will work in partnership with local industries to provide networking, internship, and job opportunities, as well as to assist in developing training and curriculum to prepare participants for entry-level careers in those sectors.

- (3) Furthermore, Contractor shall introduce its own Social Enterprise employment as part-time or short-term internships, based on work readiness and commitment to academic pursuits.
 - (a) All youth will participate in 20 hours of pre-employment workshops to cover topics like financial literacy, professional communication skills, workplace ethics, value and goal setting, project planning, time management, healthy workplace and personal relationships including conflict resolution, independent living skills, and assessment of both work readiness and potential career paths of interest.
 - (b) Contractor shall provide wellness education around stress management, sleep, hygiene, nutrition, harm reduction around substance use, sexual harassment, work safety, and other health related topics.
 - (c) Contractor shall embed this content in one-on-one meetings, group meetings and workshops within employment training.
- (4) Contractor shall enhance the longevity of positive behaviors for participants by linking them to educational and employment services to meet their basic needs, and complement this linkage with mental health services.
- (5) Contractor will provide education pathways through its in-house partner Five Keys to enroll participants in high school diploma courses, GED classes, adult basic education, and coding classes.
- (6) Contractor shall fill in educational gaps to participants and lead them into post-secondary education through its partnership with Peralta Community Colleges.
- (7) Contractor shall provide employment pathways to subsidized jobs in Oakland or within the Contractor's own organization.
 - (a) Youth who receive passing grades in school and are showing progress in their plan will be eligible to participate in Contractor's workforce

program. Contractor shall operate four social enterprise to employ youth, comprised of the following:

- i. YU Eats (on-site Cafe);
- ii. YU Creates (creative arts production);
- iii. YU Green (landscaping); and
- iv. YU Clean (janitorial) that will employ youth.

(b) Contractor will provide youth pre-employment workshops that emphasize job-search topics (resume writing, interviewing skills, networking) and job-maintenance skills (work ethic, punctuality, dependability, initiative, honesty).

c. **Prong 3: Continued Program Support and Flexible Case Management**

- (1) Contractor shall provide participants with continued access to support and healthy community attachments.
- (2) Case Managers shall connect participants with additional resources as needed (e.g. parenting supports, substance abuse treatment, gender support groups).
- (3) Contractor shall utilize a Community Navigator to further support the entire family with linkage to social services, health services and community supports, including the early childhood continuum of care as a way to provide wrap around services ensuring the needs of the family unit are met with the hope of maintaining success and a supportive family structure.
- (4) Contractor's shall maintain a Health & Wellness (H&W) department whose staff shall consist of three mental health clinicians, two case managers, a family resource specialist, and a LGBTQ+ coordinator.
 - (a) H&W department shall provide the initial trauma-informative stabilization supports by offering formal and informal therapeutic supportive services to youth enrolled in this

career and education opportunity.

- (b) Contractor shall provide all participants with direct access to mental health services free of charge. Services shall include a mix of brokerage, plan development, family engagement, crisis therapy, individual therapy, and other evidence-based mental health services. Contractor shall ensure that Mental Health Clinicians will deliver this content.

3. Attrition Mitigation

- a. Contractor's Case Manager shall provide enhanced wraparound supports including bus passes, meal vouchers, and participation stipends.
- b. To incentivize participation and decrease attrition, Contractor shall provide meals, bonuses, and trips as youth achieve certain benchmarks in participation.
- c. Contractor shall provide recreational supports to further improve movement of the youth in their plan and participation.
- d. After two no-shows, Contractor's case manager will perform a home visit to re-engage the youth. If additional supports are required (e.g., food access, housing, or childcare), Contractor's Case Manager will work with its Family Support Navigator to connect the youth and their families to external community supports.

D. Follow-up/Aftercare Services

- 1. After participants are dis-enrolled or discharged from the program, Contractor's case managers shall continue to be available for these participants and their family to consider their goals, progress, and barriers. All youth between the ages of 13 to 24 will have access to the following wraparound supports:
 - a. Career Planning, Training, and Placement
 - b. Health & Wellness Services
 - c. Sister Circle
 - d. We Out Here

- e. Stay Woke
 - f. Recreational Programming
 - g. Modeling
 - h. Photography & Videography
 - i. Music
 - j. Makers Space
- E. Implement ACPD-approved screening and assessment tools that will guide identification, assistance, and referral for delivery of appropriate services.
- 1. BOT/WSJCA: Contractor shall utilize the Back on Track (BOT) juvenile assessment instrument, also known as the Washington State Juvenile Court Assessment (WSJCA).
- F. Provide comprehensive delinquency prevention services to help youth make a successful transition. Components of comprehensive services must include:
- 1. **Outreach, Recruitment, Engagement, and Retention:** Contractor shall provide services that are completely accessible to clients and their families (including hours of operation and days available).
 - a. Contractor shall receive referrals from across Alameda County (e.g., Alameda County Social Services Agency, Children's Hospital Oakland, Alameda County Probation Department, and other youth related Community-Based Organizations (CBO)).
 - b. Contractor shall recruitment through its own outreach team that will conduct street, school, and other outreach events.
 - c. Contractor shall work closely with youth upon enrollment to get a firm commitment to fully participate in programming.
 - d. Contractor shall connect with youth to identify all potential barriers to program participation and begin addressing those potential barriers immediately.
 - e. Contractor shall utilize a trauma-informed care model and employ strategies derived from motivational interviewing, one-on-one consultation, and peer- to-peer or group team building activities.

- f. Contractor shall utilize “youth ambassadors” who are deeply embedded in the more risky communities for outreach and recruitment.
- g. Contractor shall establish and develop solid relationships based on trust with youth. Contractor shall work to establish multiple trust-based relationships with adults for the youth to leverage.
- h. To keep youth engaged over a long period of time, Contractor shall check-in with youth multiple times a week onsite, by phone, and/or off-site when necessary.
 - (1) Contractor shall also conduct home visits and establish relationships with their families when possible to widen and deepen the support structure for their success.
- i. Contractor shall initiate recruitment by facilitating outreach to the young people who reside in target areas. Contractor shall utilize best practices for outreach and recruitment, including but not limited to the following:
 - (1) Streamline the intake and assessment process for individuals requiring career services. Ensure that they receive proper services and that they are relevant, engaging, and speak towards their perspectives.
 - (2) Verify youth's eligibility to work through collecting all necessary documentation, including but not limited to, program application (I-9, valid ID, social security card, and work permit) upon enrollment and prior to active participation.
 - (3) Individualize each participant's service plan, which has built-in goals, objectives, and follow-up over the period that the participant is involved with the program. This includes educational support, academic enrichment, and personal development activities that enhance their financial well-being and create traction in their career objectives.
 - (4) Explore, establish, and strengthen key relationships both educationally and with workplace employers as to create more job placement and internship opportunities.

- j. Contractor shall conduct outreach to foster care group homes to refer young people.
 - (1) Contractor shall develop publicity and public information flyers to distribute to foster care youth and CalWorks and/or CalLearn head-of-household recipients.
- k. Contractor shall collaborate with Children's Hospital Oakland, Castlemont High School, Skyline High School, and other Oakland Unified School District schools, schools within Alameda County, and Five Keys Schools and Programs to identify eligible young people and personally invite them to enroll in programming.
- l. Contractor shall enlist its youth interns and its social media platforms (including its transformation hub) to promote its programs.
- m. Contractor shall make efforts to increase the number of case managers and staff that are bilingual, bicultural, and resonate with Latinx issues.
 - (1) Contractor provide literature translated in both English and Spanish to inform youth and community members of its services.

2. **Record Keeping and Case Management for Youth:**

- a. Contractors shall make contact and/or document attempts to reach youth and families referred for DPN services within three business days.
- b. For any youth referred by ACPD, Contractor shall confirm receipt of the service referral request before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or designee) who completed the referral for services.
- c. **Service Coordination Plan:** Contractor shall service youth referred by the following sources: ACPD, Law Enforcement, School, Family, Self, or Community Referral. This includes youth referred to the ACPD through Notice to Appear (NTA); on formal or informal probation; or court ordered informal probation. Other referrals may come from District Attorney,

Public Defender, or the Juvenile Court and Law Enforcement Agencies in Alameda County.

- (1) Contractor shall collaborate with Alameda County Behavioral Health Care Services to provide mental health clinicians and other youth support service to program participants.

G. Implementation Plan and Timeline

1. The following shall provide a baseline implementation plan for Contractor's program/services.

a. Summer (June - August)

- (1) In School Youth (ISY) and Out of School Youth (OSY) recruitment and orientation;
- (2) 5 hours of case management including intake assessment to review immediate needs and determine plan;
- (3) 10 hours of clinical case management and on-going mental health support; pre-training survey administered;
- (4) 20 hours of pre-employment training; jobsite matching and placement;
- (5) Post-training survey administered;
- (6) 100 hours of subsidized youth work experience;
- (7) Skills workshops; progress report and site visit;
- (8) Supervisor and youth evaluations administered at conclusion of summer work.

b. School Year

- (1) Education Cohort 1 (September - January):
 - (a) 5 hours of case management including intake assessment to review immediate needs and determine plan;
 - (b) 10 hours of clinical case management and ongoing mental health support; pre-training

- survey administered;
 - (c) OSY Five Keys enrollment and/or CTE courses;
 - (d) 20 hours ISY and OSY participate in skills workshops; post-training survey;
 - (e) Up to 100 hours of subsidized work, unsubsidized worksite interviews and employment referrals for all participants;
 - (f) Linkage to wraparound supports; track education/career progress 12 months after participation.
- (2) Education Cohort 2 (February 2019 - June 2019)
- (a) 5 hours of case management including intake assessment to review immediate needs and determine plan;
 - (b) 10 hours of clinical case management and ongoing mental health support; pre- training survey administered;
 - (c) OSY Five Keys enrollment and/or CTE courses;
 - (d) 20 hours ISY and OSY participate in skills workshops; post-training survey;
 - (e) Up to 100 hours of subsidized work, unsubsidized worksite interviews and employment referrals for all participants;
 - (f) Linkage to wraparound supports; track education/career progress 12 months after participation.

VI. PERFORMANCE MEASURES and DELIVERABLES

A. Release/Consent Information

1. Contractor shall obtain releases from clients to collect client-level data and provide such data to ACPD, including identifying information. If Contractor cannot obtain a release from any client because that individual refuses to sign a release, Contractor shall

report the refusal to ACPD.

2. For any individual who refuses to sign a release to collect and release identifying information, Contractor shall report the same information, including the Service Information, in a format that does not use the individual's name or otherwise identify the individual.
3. The refusal of an individual to sign consent for release of information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided.

- B. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.

The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of youth referred for any of the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Number of youth referred by referral type: Probation, Law Enforcement, School, Family, Self, or Community.
2. How well was it done?
 - a. Number and percentage of youth who received the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Of those youth referred by Probation, the number/percent who received services.
 - c. Of those referred, 85% will be enrolled in the service provided.
 - d. 80% of the youth will receive the service within one week of referral.
 - e. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through

December) and July 15th (January through June) of each fiscal year of the contract period.

3. Are participants better off?
 - a. Within six months of program completion, 75% of participating youth will not be arrested or reoffend, to be confirmed with Probation data.
 - b. 75% of youth should experience a reduction of identified risk behaviors, based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

C. Reports

1. Monthly Reports

Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:

- a. Name of the youth served each month
- b. Probation case number (if applicable)
- c. Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
- d. Types of services
- e. Number of sessions provided to client for the month
- f. Total youth served for the month
- g. Cumulative total unduplicated youth
- h. Youth assessment instrument (provided by the Probation Department-To Be Announced)
- i. Pre/post assessment scores (if applicable)
- j. Closed cases outcome information
- k. Additional outcome information, as required

2. Bi-Annual Progress Reports
 - a. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

3. Referral/Service Status Reports
 - a. Contractor shall submit a written notification to the referring Deputy Probation Officer (DPO) or ACPD designee, as follows:
 - (1) Before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;
 - (2) Within two weeks of the receipt of referral, provide written notification regarding the status of the referral and/or services;
 - (3) Within one month from the receipt of the referral, provide written notification, if applicable, and of the status of the referral and/or services; and
 - (4) Provide written notification regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractor shall establish and maintain ongoing communication with the youth's assigned DPO and/or ACPD designee regarding the youth's progress.

4. Criminal Justice Involved Monthly Hiring Report
 - a. Contractor shall report out on how many individuals with criminal justice system involvement (CJSI) are being employed by its organization. This report shall be due on the 10th of each month (or the next business day when the 10th is on a weekend or holiday). ACPD will provide a report template for Contractors to use.

**EXHIBIT B
 PAYMENT TERMS**

1. Contractor shall use all payments solely in the support of the annual program budget as set forth in the table below:

Direct Costs: Staff	Effort for this Program	Annual Salary (for 1.0 FTE)	Billable Annual Cost
Employment Specialist	0.50	\$42,500	\$21,250
Career Coach	0.50	\$42,500	\$21,250
Case Manager	0.50	\$41,400	\$20,700
Mental Health Clinician (program effort is 0.50 FTE, but will only bill for 0.29 FTE)	0.50	\$55,000	\$15,741
Fringe Benefits (@35% of Salary)			\$27,629
Staff Subtotal			\$106,570
Direct Costs: Non-Staff			
Travel			-
Insurance			-
Data Collection & Reporting			-
Recruitment/Advertising			-
Supplies			-
Communication (Telephone, Internet, etc.)			-
Youth Stipends			\$66,156
Support Services			\$20,000
Non-Staff Subtotal			\$86,156
TOTAL DIRECT COSTS			\$192,726
Indirect Costs (@10%)			\$19,274
TOTAL ANNUAL DIVERSION PROGRAM COST			\$212,000

- a. Any changes to the table above must be approved by the County prior to provision and invoicing of services. Regardless of any changes that are approved by the County, including hourly rates, Contractor shall not reduce services as set forth in Exhibit A (Specifications) nor exceed any other payment terms outlined in this Exhibit B (Payment Terms).
2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice and associated monthly reports.
- a. Invoices shall be submitted, along with monthly reports, by the 10th of each month (or the next business day when the 10th is on a weekend or holiday).

3. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to: probfiscalinvoice@acgov.org
4. Total payment under the terms of this Agreement will not exceed the total amount of \$636,000. This cost shall be all-inclusive.
 - a. In order to ensure that services are available to the target population throughout the contract period, Contractor will not bill the County more than an average of \$17,666.66 per month without the approval of the ACPD Division Director or his/her designee.
5. No Supplanting of Funds:
 - a. Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G	<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, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 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.**

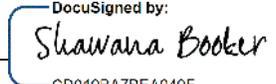
If there are any exceptions to this certification, insert the exceptions in the following space.

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: Youth UpRising

PRINCIPAL: Shawana Booker TITLE: Chief Programs Officer

SIGNATURE:  DATE: 4/18/2019

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 7/12/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and City of Union City, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Delinquency Prevention Network Programs services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Delinquency Prevention Network Programs 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 Specifications
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit G Prison Rape Elimination Act (PREA) Certification

The term of this Agreement shall be from March 1, 2019 through February 22, 2022.

The compensation payable to Contractor hereunder shall not exceed Five Hundred Forty Thousand Dollars (\$540,000) 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

CITY OF UNION CITY

By: DocuSigned by:
Detra Dillon
DE9C0172C9414906 Signature

By: DocuSigned by:
Joan Malloy
6A883797FA68406 Signature

Name: Detra Dillon
(Printed)

Name: Joan Malloy
(Printed)

Title: Procurement Administrator
& Purchasing Agent

Title: City Manager

Date: 7/12/2019

Date: 7/11/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422... Signature

Name: Kimberly Gasaway
(Printed)

Title: Chiefy Deputy, Administration

Date: 7/12/2019

Approved as to Form:
Donna R. Ziegler, 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.

By: DocuSigned by:
K. Joan Oh
7005F6E014AD
K. Joan Oh, Deputy County Counsel

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees,

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

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

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

Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: ALAMEDA COUNTY PROBATION DEPARTMENT
1111 Jackson Street, 8th Floor
Oakland, CA 94607
ATTN: Mariana Dailey

To Contractor: City of Union City
34009 Alvarado Niles Road
Union City, CA 94587
ATTN: Pedro Naranjo

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 Delinquency Prevention Network Program Services shall not

exceed \$540,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation (SLEB Waiver No. 5601). 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 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

1. Contractor's insurance and bond requirements specified in **Section 4** (Insurance and Bond) and **Exhibit C** may include equivalent self-insurance.
2. **Section 11** (Ownership of Documents) shall not apply to case files maintained by the Contractor regarding the provision of the Services to individual youth, or to any related information deemed confidential by application of State or Federal law.
3. **Section 20** (Termination) shall be revised to reflect that the effective date of suspension, termination, or abandonment shall be no earlier than ten (10) days after County provides written notice thereof; provided, however, if County terminates due to Contractor's breach of this Agreement, then the effective date shall be immediate upon County providing written notice.
4. **Section 21** (Small, Local and Emerging Business (SLEB) Participation) shall be deleted in its entirety and replaced with the following language:

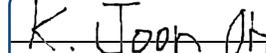
SMALL AND LOCAL EMERGING BUSINESS (SLEB) PARTICIPATION:
Contractor is a government entity and is exempt from SLEB requirements.

5. **Section 22** (First Source Program) is revised to add the following sentence at the end of Section 22:

Contractor will process and review candidates referred by the County in the same manner as other referrals and candidates during its recruitment process. This section shall not be interpreted to require the Contractor to hire potential candidates referred by the County.

County Counsel Signature:

DocuSigned by:



K. Joann Oh, Deputy County Counsel

EXHIBIT A

SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Delinquency Prevention Network (Programs) with the requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901630, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

- A. Contractor project team, the Tri-City Consortium (TCC), will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title/Role [Program(s)]	Organization
DIVERSION		
Kristie Potter	Clinical Supervisor	City of Union City
Sergio Abundis	Case Manager	City of Union City
David Madrid	Street Outreach Worker	City of Union City
David Sarinana	Street Outreach Worker [Bilingual/Spanish]	City of Union City
Laurie Linscheid	Clinical Supervisor	City of Fremont
Tenisha Gonzalez	Counselor	City of Fremont
LIFE SKILLS		
Kristie Potter	Clinical Supervisor	City of Union City

	Sergio Abundis	Case Manager	City of Union City
		Employment Coordinator	City of Union City
	Alfred Molina	Human Services Specialist (Financial Coach)	City of Fremont
CIVIC and SOCIAL ENGAGEMENT			
	Cassidy Higgins	Director of Programs and Innovation	FLY (Fresh Lifelines for Youth)
	Jamela Joseph	Associate Director of Programs, Alameda County	FLY
	Trevor Arcenaux	Law Program Site Manager	FLY
	Fernanda Fonceca	Law Program Coordinator	FLY
	Danielle Ross	Leadership Program Case Manager	FLY
	Johsua Wilson	Leadership Program Case Manager	FLY
	TBD	Alameda County Program Assistant	FLY
	Rachel Vosters	Lead Evaluation & Learning Analyst	FLY
JJC¹ MENTORING			
<input checked="" type="checkbox"/>	Kristie Potter	Clinical Supervisor	City of Union City
<input checked="" type="checkbox"/>	Sergio Abundis	Case Manager	City of Union City
<input checked="" type="checkbox"/>	David Madrid	Street Outreach Worker	City of Union City
<input checked="" type="checkbox"/>	David Sarinana	Street Outreach Worker [Bilingual/Spanish]	City of Union City
<input checked="" type="checkbox"/>	TBH	Employment Coordinator	City of Union City
JJC¹ RESTORATIVE JUSTICE			
<input checked="" type="checkbox"/>	Kristie Potter	Clinical Supervisor	City of Union City
<input checked="" type="checkbox"/>	Sergio Abundis	Case Manager	City of Union City
<input checked="" type="checkbox"/>	TBH	Intervention Counselor	City of Union City

¹Indicates individual that must meet PREA requirements

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

III. PROGRAM FRAMEWORK

Contractor’s services shall meet and/or address the following general requirements of the program/project framework, which shall take into consideration the diversity of clients overall.

- A. **Positive Youth Development Approach (PYD):** PYD is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and their achievement of key developmental stages. The PYD framework is an

alternative to viewing adolescent development through the lens of problems and deficits. Contractor shall use and integrate into the operation of their contract the principles of PYD. The PYD frameworks share the following five basic assumptions:

1. Healthy messages to youth about their bodies, behaviors, interpersonal relationships, and interactions;
2. Safe and structured places for youth to study, recreate, and socialize;
3. Strong relationships with adult role models;
4. Skill development in literacy competence, work readiness, and social skills; and
5. Opportunities for youth to serve others and build self-esteem

B. Cultural Awareness & Sensitivity is a critical factor in the success of supports and services to the at-risk and system-involved youth. Contractor shall have the cultural competency required to successfully serve the target population in any service categories awarded. This competency spans not just race/ethnicity and language capacity, but it includes understanding and reflecting client's shared experiences, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.

C. Evidence-Based Practices: Contractor shall incorporate practices with evidence of effectiveness. Contractor shall also use the following eight evidence-based principles in order to achieve effective interventions:

1. Assess Actuarial Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Train with Directed Practice (Use Cognitive Behavioral Treatment methods)
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

For all service, treatment, or rehabilitative programs, the Contractor shall utilize and incorporate evidence-based correctional practices that are widely accepted as strategies to improve client mental health and behavioral outcomes. Greater consideration will be given to those programs that has demonstrated and incorporated evidence-based practices in their existing program, services, and curriculum.

D. **Trauma-Informed Care (TIC):** Contractor shall design activities in such a way that prevents re-traumatization; services shall respond to maladaptive coping mechanisms in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust. Contractor shall use the following guidelines in order to ensure that they are conducting a trauma-informed care approach to services:

1. **Consumer Involvement:** Involve trauma survivors, consumers, and family members. These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, quality assurance, access to peer support, workforce development, and evaluation).
2. **Cross-Sector Collaboration:** There is collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.
3. **Interventions:** All interventions, including screening and assessment, are based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and trauma-specific interventions are acceptable, effective and available for individuals, youth, and families seeking services.
4. **Training and Workforce Development:** Training on trauma and how to respond is available for all staff. A human resource system incorporates trauma-informed principles in hiring, supervision, and staff evaluation. Procedures are in place to support staff with trauma histories.
5. **Consultation and Supervision:** All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the work place, including interactions between staff and clients, and among staff themselves.
6. **Physical Environment:** Investments are made to ensure the

physical environment promotes a sense of safety for clients and staff.

7. **Quality Assurance:** There is ongoing assessment, tracking, and ongoing of trauma-informed principles.
- E. **Developmentally Appropriate:** Contractor shall be attuned to the developmental impact of negative experiences and address related strengths and deficits to ensure youth develop a healthy trajectory
- F. **Understanding Experiences:** Contractor shall address how youth frame what has happened to them in the past and help youth positively shape their beliefs about the future.
- G. **Coping Strategies:** Contractor shall help youth transform maladaptive coping methods into healthier, more productive strategies.
- H. **Social Support:** Contractor shall include strategies for helping youth build protective factors such as connections with schools, employment, health care, legal services, appropriate family members and other caring adults.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall have plans in place for addressing the following administrative requirements:

- A. Background Checks
 1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants who have regular and/or unsupervised private contact with youth served by the organization. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law.
 2. To the extent the Contractor is able, the plan shall include the Federal Bureau of Investigation (FBI) criminal history records, including fingerprint checks and child abuse and neglect registry checks. If a Contractor is unable to obtain FBI criminal history information or child abuse and neglect registry information, the Contractor's must detail its efforts to obtain such information and the impediments encountered.
 3. In addition, as appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will

transport youth), and professional licensing records.

B. Emergency Preparedness Plan:

1. Contractor shall have a preparedness, response, and recovery plan. The plan should contain strategies for addressing evacuation, security, food, medical supplies, and notification to youths' families, as appropriate. In the event of an evacuation due to specific facility issues, such as fire, loss of utilities, or at the direction of authorities, an alternative location needs to be established and posted.

C. Staff Development and Training Plan

1. Contractor shall ensure that all paid and volunteer workers are trained on the Core Competencies of Youth Workers necessary to carry out the objectives and activities of the contract. This shall include, but is not be limited to, positive youth development, trauma-informed care, evidence-informed practices, outreach and recruitment, human trafficking prevention and intervention, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency.
2. Contractor shall have and maintain current job descriptions on file with Alameda County Probation Department (ACPD) for all personnel whose salaries, wages, and benefits are funded through the Delinquency Prevention Network (DPN). Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
3. Prison Rape Elimination Act (PREA) Training

ACPD is required by PREA (28 CFR § 115.332) to ensure that that all volunteers and contractors who have contact with youth in the Juvenile Justice Center (JJC) have been trained on their responsibilities under ACPD's sexual assault, sexual abuse, and sexual harassment prevention, detection, and response policies and procedures. The level and type of training provided shall be determined by ACPD, and shall be based on the services provided and level of contact with youth. All volunteers and contractor staff who have contact with youth shall participate in such training and shall be notified by the Contractor of ACPD's zero-tolerance policy

regarding sexual assault, sexual abuse, and sexual harassment and be informed how to report such incidents. Contractor shall work with ACPD for PREA Training and assist ACPD in maintaining documentation confirming that volunteers and contractor staff understand the training they have received.

- a. Contractor, upon execution of this contract, shall provide to the *Alameda County Probation Compliance & Standards Office* (with copies to the ACPD designee) a list of all staff persons/positions and volunteers that will or plan to enter the Juvenile Justice Center (JJC) as part of this contract.
- b. Contractor shall ensure that any staff persons/positions and volunteers that will or plan to enter the JJC will complete the PREA Certification document (Exhibit G) prior to entering the JJC.
 - (1) PREA Certification documents are due, upon contract execution, to the *Alameda County Probation Compliance & Standards Office* (with copies to the ACPD designee).
4. ACPD shall agree to provide PREA training to Contractor at no costs to Contractor. Contractor shall agree to provide staff and volunteers with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice involved individuals and evidence-based practices may be required.
5. Contractor shall ensure annual training are provide to all of its key staff and those of any subcontractors. Relevant training topics shall include, but not limited to, the following:
 - a. Cognitive Behavioral Interventions
 - b. Motivational Interviewing
 - c. CPS/Mandated Reporting
 - d. Identifying and Preventing Commercial Sexual Exploitation of Children
 - e. Drug and Alcohol Abuse and Addiction
 - f. Brief Intervention Model (substance abuse)
 - g. Secondary Trauma

- h. Neurological Impacts of Trauma
 - i. Utilizing Art and other Creative Interventions (non-verbal approaches)
 - j. Restorative Justice Approaches
 - k. WhyTry
 - l. Working with Families
 - m. Working in Systems through a Strength-based Lens
 - n. Grief and Loss
 - o. Adolescent Brain Development
 - p. Legal and ethical issues / HIPAA
- 6. Performance Evaluation: Contractor shall have an engaged team that routinely evaluates processes, procedures and service outcomes. Successes shall be identified, as well as gaps or challenges; plans are developed to address any concerns.
 - 7. Contractor shall seek feedback from collaborative partners and identify strengths and areas of improvement. Outcomes shall be reviewed monthly with program staff; and strategies and adjustments shall be made in service delivery.
 - 8. Staff shall receive yearly performance evaluations.

D. 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. The funding agency should be written out in full, an approved logo attached followed by the Master Contract number in square brackets. 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 work was supported by the Alameda County Probation Department, Delinquency Prevention Network Programs services [Master Contract No. 901630].

V. SPECIFIC REQUIREMENTS

- A. Engage in the coordinated entry process in the community.
1. Contractor(s) shall provide services at the following Service Delivery Sites:
 - a. Contractor's facilities;
 - (1) Decoto Resource Center
505 H Street
Union City, CA 94587
 - (2) Contempo Resource Center
4361 Agena Circle
Union City, CA 94587
 - b. Client's home;
 - c. Probation offices;
 - d. School; and
 - e. Any other sites that support the client and family engagement process including, but not limited to, the following:
 - (1) Alameda County Juvenile Justice Center, 2500 Fairmont Dr, San Leandro, CA 94578
 - (2) Kennedy Community Center: 1333 Decoto Rd, Union City, CA 94587
 - (3) Conley-Caraballo High School, 541 Blanche St, Hayward, CA 94544
 - (4) James Logan High School, 1800 H St, Union City, CA 94587
 - (5) Union City Family Center, 725 Whipple Rd, Union City, CA 94587
 - (6) Fremont Family Resource Center, 39155 Liberty Street, Fremont, CA 94537
 - (7) Irvington High School, 41800 Blacow Road, Fremont, CA 94538

- (8) Kennedy High School, 39999 Blacow Road, Fremont, CA 94538
- (9) Robertson High School, 4455 Seneca Park Avenue, Fremont, CA 94538
- (10) Bridgepoint-MacGregor Continuation High School, 35753 Cedar Boulevard, Newark CA 94560
- (11) Newark Memorial High School, 35753 Cedar Boulevard, Newark, CA 94560

B. Target Population:

1. Contractor shall provide core intervention services to at-risk and system-involved youth which includes youth who are habitual truants, runaways and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families; to at-risk and justice-involved youth (informal and formal probation), ages 8 to 18; and Transition Age Youth (TAY), ages 18 to 21 (with active probation involvement or Non-Minor Dependents) non-probation involved and truant youth.

- a. Minimum Number of Unduplicated Youth to be Served Annually:

- (1) Diversion: 60
- (2) Life Skills and Support Services: 40
- (3) Civic and Social Engagement: 25
- (4) Mentoring: 10
- (5) Restorative Justice: 10

At the County's discretion and approval, the minimum number of youths to be served may be pro-rated for any partial years (e.g., a truncated calendar year or fiscal year due to late start or early termination).

- b. Service Area: Fremont, Newark, Union City

- C. **Diversion Services:** Contractor(s) shall provide diversion services to the target population that are specifically structured to prevent formal entry into the juvenile justice system.

1. Contractor shall work collaboratively with ACPD, police departments, local school districts, and other community service providers with the goal of providing alternatives to suspension and/or in-custody holds, coordinating diversion services, addressing barriers to program participation and supporting youth and their families through the Positive Youth Development framework in achieving their goals.
2. Contractor's **Program Goals** shall include the following:
 - a. Redirect youth considered to be at-risk from formal entry into the juvenile justice system and to reduce occurrence of juvenile crime;
 - b. Redirect youth at risk of suspension and reduce the occurrence negative behaviors at school site;
 - c. Increase youth motivation for positive behavior change;
 - d. Help youth learn valuable life skills enabling them to understand the impact of their behavior, make better decisions and use pro-social and healthy strategies for coping with life stressors; and
 - e. Develop positive peer, family and community relationships.
3. Contractor's program shall use a cognitive behavioral group approach that utilizes WhyTry curriculum as a framework for helping youth participants increase their motivation for change, and build skills through an experiential peer process in a small weekly group format.
4. Contractor shall offer groups as a 4-6-week series, running throughout the calendar year in multiple locations within the Tri City area.
5. Contractor's program shall be open entry and open exit to allow youth to receive services when they are needed.
 - a. If a youth misses one session, they will be able to attend a future make-up session.
6. Contractor's **Anticipated Outcomes** shall include the following:
 - a. 75% youth successfully complete terms of Diversion/Probation;

- b. 75% not arrested or re-offend while participating in Diversion services;
 - c. 75% complete assigned hours of community service;
 - d. 75% of youth experience reduction in risk behaviors based on pre/post test using standardized instrument (Risk, Needs, Responsivity Assessment tool);
 - e. 80% youth accepts responsibility for their actions and make formal commitment to not re-commit offenses.
7. Contractor's **Measurable Objectives** shall include the following:
- a. Youth will receive a trauma-informed and culturally responsive psychosocial assessment and screening for youth's readiness for group work and match for group, which will include consideration of chronological age, developmental level, potential gang affiliation, as well as logistical considerations (location and time of group that meets the youth and family's needs) will be taken into account when grouping youth together.
 - b. A customized diversion plan will be completed, which will include group assignment, date, time and location. It will also include recommendation for adjunct services, such as counseling, case management, Substance Use Disorder treatment, Parent Education, etc. This plan will be updated with additional recommendations for adjunct services as additional needs are identified.
 - c. Referral and linkage to adjunct services as needed or desired
 - d. Youth completes WhyTry pre-survey
 - e. Youth participates in WhyTry sessions (4-6 groups in total)
 - f. Youth completes WhyTry post survey
 - g. Counselor/case manager will complete a diversion plan summary with youth and return it to the referral source.
8. Contractor's **Key Tasks** shall include the following:
- a. Youth will be assessed and screened by Youth Service Center Counselor/Case Manager.

- b. Youth will be enrolled in WhyTry Group by WhyTry Group Facilitator.
 - c. WhyTry Group Facilitator will use the Why-Try Measure-R, a 27 pre/post youth self-report Likert scale to measure change over time of youth's thoughts and perceptions.
 - d. WhyTry Group Facilitator will facilitate weekly groups as part of an open group 4-6-week series. The number of youths in any group and number of groups run at any time will be based on number of youths referred.
 - e. WhyTry Group Facilitator will complete Diversion plan summary with youth and submit to referring source.
 - f. WhyTry Group Facilitator will link youth to any additional necessary or desired program services to support youth after completion of the Diversion group.
9. **Expected Outcomes and Success:** Contractor shall define success for its Diversion Program when 80% of the participating youth are able to do one or more of the following:
- a. Identify their own positive and negative choices that contribute to their current life circumstances.
 - b. Identify positive and negative labels they carry and strategies to change those labels.
 - c. Understand their own defense mechanisms and develop more effective coping mechanisms.
 - d. Recognize the positive and negative influences in their life.
 - e. Identify positive adults in their life they can turn to for support.
 - f. Develop a sense of optimism and increased motivation.
- D. **Life Skills and Support Services:** Contractor shall provide Life Skills and Support Services and programs that enhance a youth's ability to live independently and provide skills and opportunities that are critical to success, such as tangible life skill development, and pro-social engagement.
- 1. Contractor's program shall include the following three areas:
 - a. Financial Coaching

- (1) Financial Coaching shall be offered as part of the SparkPoint (SP) service model, focusing on helping individuals increase income and assets through financial coaching.
- (2) Contractor's Financial Coach will work closely with Union City Family Service's Assistants (FSA's) who are assigned to work with specific families at Logan High School.
- (3) Contractor staff will also collaborate with the FSA's and Logan High School staff to coordinate and deliver financial education workshops and individual coaching sessions with youth referred to the program.
- (4) Contractor shall use the FDIC's Money Smart curriculum with youth grades 9-12. This includes 22 one-hour modules covering topics such as basic banking, budgeting and spending, credit, financial planning, managing a paycheck, obtaining loans, educational planning and career options.
- (5) The Financial Coach will also work one-on-one with any youth who is interested in developing and achieving their own personal financial goals. Coaching sessions will be youth driven and the Coach's role is to help the client reach their personal goals through implementing various life coaching strategies.

b. Employment Readiness

- (1) Contractor shall provide employment readiness skills to support youth in assessing their current skill levels, future career interests, and the corresponding personality characterizes that lead to success in that field.
- (2) Contractor's Youth Employment Coordinator shall work with a youth to identify and address any barriers to employment as well as to develop essence employment skills (résumé writing, interviewing, etc.).
- (3) The Youth Employment Coordinator will work closely with area businesses, community colleges, training programs, and TCC staff to support youth around employment. Services shall include, but not be limited

to, the following:

- (a) A self-assessment related to job readiness;
- (b) Career assessment to help identify general career fields that a youth may excel at based on their interests;
- (c) Personality assessment to help identify personality traits and how that interfaces with a particular career interest;
- (d) Development of a goal sheet and plan of action;
- (e) Employment workshops and individual sessions to support goal completion, and
- (f) Linkage to additional services as needed.

c. Individualized Life and Career Coaching.

- (1) Individualized Life and Career Coaching meets youth where they are at and can encompass skill building in a variety of areas including, but not limited to, the following:
 - (a) Obtaining government documents / addressing legal concerns;
 - (b) Navigating social services (including obtaining health insurance);
 - (c) Educational planning; and
 - (d) Healthy relationship skills.
- (2) Through the initial comprehensive psychosocial assessment, Contractor's Case Managers and Life Coaches will identify other areas of needed skill development and work with youth to address those needs.

2. Contractor's **Program Goals** shall include the following:

- a. Help youth to establish good financial habits and make wise financial decisions;

- b. Learn basic budgeting and banking skills;
 - c. Increase youth motivation for earning and saving money;
 - d. Help youth gain awareness and learn valuable life skills related to understanding credit, and protecting them from predatory lending and identity theft;
 - e. Learn about the economy, loans and financial planning for college;
 - f. Develop understanding of individual interests and possible education and career opportunities;
 - g. Basic Resume and Cover Letter writing;
 - h. Job interviewing strategies and skills;
 - i. Improved communication Skills; and
 - j. Navigating the various legal, social service, medical, educational systems.
3. Contractor's **Measurable Objectives** shall include the following:
- a. Youth will receive a trauma-informed and culturally responsive psychosocial assessment and screening prior to enrollment for youth's readiness for financial workshop or employment readiness group work and match for group, which will include consideration of chronological age, developmental level, potential gang affiliation, as well as logistical considerations (location and time of group that meets the youth and family's needs) will be taken into to account when grouping youth together.
 - b. A customized financial coaching and/or employment readiness plan will be completed, which will include workshop group or individual coaching session assignment, date, time and location. It will also include recommendation for any adjunct services youth or their family requests or needs, such as counseling, case management, Substance Use Disorder treatment, Parent Education.
 - c. Referral and linkage to adjunct services as needed or desired.
 - d. Youth participating in the Financial Coaching component will complete a SparkPoint Welcome Form, and financial care

- plan with goals and actions steps with support of coach.
- e. Youth participating in the employment readiness or individual life and career coaching will complete an intake and identify goals and needs related to employment and/or other life skills
 - f. Youth participates in group or individual sessions.
 - g. Youth completes exit interview or close-out session with coach.
 - h. Counselor/case manager will complete a follow-up plan and summary with youth and return copy to the referral source.
4. Contractor's **Key Tasks** shall include the following:
- a. Youth will be assessed and screened by Youth Service Center Counselor/Case Manager.
 - b. Youth will be enrolled in Financial and/or Employment Workshops or Individual Coaching Sessions by Coach.
 - c. Coaches will use pre and post assessments to measure change over time of a youth's goals/objectives and ability to navigate/incorporate new life skills.
 - d. Coaches will facilitate weekly sessions as part of an open group series or as part of an individual coaching plan. Number of youths in any group and number of groups run at any time will be based on number of youths referred.
 - e. Coaches will complete Financial and/or Employment Readiness follow-up plan and summary with youth and submit copy of Probation referred youth to Alameda County Probation Department to referring source.
 - f. Coaches will link youth to any additional necessary or desired program services to support youth to correspond with or after completion of the Life Skills program.
5. Contractor's **Expected Outcomes and Success** shall include the following:
- a. 75% youth successfully complete a workshop series or individual coaching sessions.
 - b. 75% develop an individual financial and/or

education/employment plan.

- c. 75% complete identified short-term goals and action steps.

E. **Civic and Social Engagement:** Contractor shall provide Civic and Social Engagement services and programs that inform and empower youth to become actively engaged in civic and social activities. Programming shall promote their understanding and commitment to participating in, developing, planning and leading structured activities in their communities.

1. Contractor shall utilize FLY's (Fresh Lifelines for Youth) Law + Leadership Program to teach law-related education and life skills and bolsters civic and social engagement for at-risk youth ages 14-18.
 - a. The Program shall educate youth about the law and creates a shift in attitude toward civic and social engagement, while the leadership-training component shall offer youth an opportunity to further practice this engagement, driving to the outcomes of community leadership, reduced recidivism, and educational attainment (defined as high school graduation or GED completion).
2. Contractor's **Anticipated Outcomes** shall include the following:
 - a. Should youth continue to the Leadership Training Program, support youth to engage with their communities and ultimately to sustain no new offenses (reduce recidivism) and increase educational achievement (graduate high school or obtain a GED).
 - b. Support youth in changing their mindset and increase the number of Developmental Assets they have at their disposal through the Law Program.
 - c. Should youth continue their involvement in the Leadership Training Program, provide more intensive support to help youth reach their goals, get engaged in school, and exit or avoid the juvenile justice system.
3. Contractor's Program **Goals and Measurable Objectives** shall include the following:
 - a. Goal 1: To increase the internal Developmental Assets of youth in FLY's Law Program.

- (1) Objectives: 80% of youth who participate in FLY's Law Program will report that they:
 - (a) Now have confidence to deal with negative peer pressure;
 - (b) Are more likely to make healthier choices; and
 - (c) Now have hope for the future.
- b. Goal 2: To increase civic and social engagement through demonstrated increased knowledge about the law, connection to community, and readiness for change in FLY's Law Program.
 - (1) Objectives: 80% of youth who participate in FLY's Law Program will report that they:
 - (a) Are less likely to break the law;
 - (b) Have more empathy and understanding of how breaking the law affects others; and
 - (c) Now have the desire to make positive changes.
- c. Goal 3: To increase civic and social engagement through community service and pro-social activities in the Leadership Training Program.
 - (1) Objectives: 70% of youth who participate in FLY's Leadership Training Program will:
 - (a) Plan and lead at least two service learning activities; and
 - (b) Attend at least two pro-social group events.
- d. Goal 4: To increase educational attainment for FLY's Peer Leaders in the Leadership Training Program through one-on-one and group coaching and support.
 - (1) Objectives: 70% of youth who participate in FLY's Leadership Training Program will:
 - (a) Graduate from high school or earn their GED if they are a high school senior; or

- (b) Matriculate to the next grade level successfully if they are a high school freshman, sophomore, or junior.

4. Contractor's Key Tasks shall include the following:

- a. Confirm program work plan, deliverables, and responsibilities.
- b. Develop/confirm project evaluation plan, including data to be collected, data collection protocol, deliverables, such as reports, and responsibilities.
- c. Coordinate with ACPD on an ongoing basis, including meeting all documentation requirements.
- d. Develop and submit all required written reports.
- e. Provide comprehensive evidence-based assessments to each participant.
- f. Facilitate FLY's law-related education curriculum at identified high school sites per workplan in 1-2 hour sessions over 12 or more weeks, grouping three or four facilitators with 10 to 20 youth per class
- g. Coordinate one field trip per Law Program site with program participants to a local university where they will take a campus tour, learn about the juvenile justice system, and act out a mock trial in a law school courtroom.
- h. Provide a recognition ceremony for youth who complete the program (along with their families and friends.
- i. At the end of the Law Program, identify youth who are moderate to high risk and refer them to the Leadership Training Program.
 - (1) This year-long program builds on the work of the Law Program, utilizing staff-driven coaching and peer-to-peer support for social engagement and personal transformation.
 - (2) The goal of the Leadership Training Program shall be to help youth become civic leaders in their communities, excel in high school, and avoid committing crimes.

- (1) The primary focus of these meetings shall be to begin the relationship building process and conduct an assessment to better understand the youth's strengths and needs as well as their readiness to participate in a reentry circle.
 - (2) Contractor would also work with the youth to identify which school and community members may be helpful to have participate in the reentry circle and clarify roles and expectations.
- b. Working with the youth's family: The assigned mentors and restorative justice coordinator shall arrange to meet with the youth's family/immediate support system.
- (1) The focus of these meetings shall be relationship building, identifying the family's needs/concerns, developing a clear aftercare plan, providing linkages to resources, and clarifying roles and expectations for the reentry circle.
- c. After the Reentry Circle: The assigned mentors would meet with youth at least one time per week for the initial 2-3 months after release.
- (1) Mentors shall continuously evaluate the youth's risk of recidivism and adjusting the frequency of meetings as needed, with the goal of reducing to bi-weekly meetings.
 - (2) Most mentoring relationships last approximately six months, although linkages to additional services (e.g., counseling, case management, WhyTry Groups, life skills, FLY Program, etc.) would be provided.
 - (3) Mentors shall also continue to develop a connection to the youth's parents/caregivers and other community members to help maintain the circle of support around the reentry youth.
- d. Mentoring Structure: The primary focus of the mentoring program is relationship building through consistency, reliability, being focused on the youth's needs/goals and positive encouragement. Mentors shall focus on reducing system involvement as well as increasing critical thinking and developmentally appropriate skills in the areas of education,

daily life, and career goals.

- (1) Follow-up and After-care: The mentor shall identify additional needed supports and resources and provide warm-hand-offs to additional service providers as needed. The mentor shall also work with the youth to identify and maintain connection to key members of their support system within their natural communities.

3. Contractor's **Program Goals** shall include the following:
 - a. Reduce the risk of recidivism for youth being released from Alameda County Juvenile Justice System.
 - b. Develop individualized reentry and after-care plans for the most at-risk youth.
 - c. Help youth learn valuable life skills enabling them to understand the impact of their behavior, make better decisions and use pro-social and healthy strategies for coping with life stressors.
 - d. Develop positive peer, family and community relationships.
4. Contractor's **Anticipated Outcomes** shall include the following:
 - a. 75% youth successfully complete terms of Probation.
 - b. 75% not arrested or re-offend while participating in services.
 - c. 75% complete assigned hours of community service.
 - d. 75% of youth experience reduction in risk behaviors based on pre/post test using standardized instrument (Risk, Needs, Responsivity Assessment tool).
 - e. 80% youth accepts responsibility for their actions and make formal commitment to not re-commit offenses.
5. Contractor's **Measurable Objectives** shall include the following:
 - a. Youth will receive a trauma-informed and culturally responsive psychosocial assessment and screening for youth's readiness for a reentry circle, which will include consideration of chronological age, developmental level, potential gang affiliation, level of community supports, identification of youth's needs upon release, and willingness

to actively participate in the process.

- b. Youth's family/guardians will separately receive a trauma-informed and culturally responsive psychosocial assessment and screening for readiness in the reentry circle and the youth's release.
- c. Youth will be linked directly to a mentor
- d. Youth and the mentor will meet weekly for 6 months
- e. Counselor/case manager will complete a summary of the after-care plan with youth and return it to the referral source.

6. Contractor's **Key Tasks** shall include the following:

- a. Develop clear and specific procedures in collaboration with the Alameda County Juvenile Justice Transition Center for identifying and connecting with youth who are going to be released.
- b. Develop clear and specific procedures in collaboration with New Haven Unified School District, Fremont Unified School District and Newark Unified School District for the coordinated re-enrollment of the youth into school.
- c. Meeting with youth at the JJC.
- d. Meeting with youth's family.
- e. Develop mentoring plan with targeted interventions.
- f. Relationship building through reliable and consistent contact with the mentor with a focus on the youth's needs.

G. **Restorative Justice:** Contractor shall provide Restorative Justice programs that utilize restorative practices to facilitate accountability strategies, which encourage youth to take responsibility and make amends for the harm caused within their communities. Contractor shall have the capacity to serve youth both in and out of custody.

- 1. Contractor shall work collaboratively with ACPD, police departments, local school districts, and other community service providers with the goal of ensuring that the youth most at risk of recidivism are connected to a stable network of positive youth, family, mentors, and faith/community support.

2. Contractor's **Program Goals** shall include the following:
 - a. Reduce the risk of recidivism for youth being released from Alameda County Juvenile Justice System.
 - b. Develop individualized reentry and after-care plans for the most at-risk youth.
 - c. Help youth learn valuable life skills enabling them to understand the impact of their behavior, make better decisions and use pro-social and healthy strategies for coping with life stressors.
 - d. Develop positive peer, family and community relationships.
3. Contractor's **Anticipated Outcomes** shall include the following:
 - a. 75% youth successfully complete terms of Probation;
 - b. 75% not arrested or re-offend while participating in services;
 - c. 75% complete assigned hours of community service;
 - d. 75% of youth experience reduction in risk behaviors based on pre/posttest using standardized instrument (Risk, Needs, Responsivity Assessment tool); and
 - e. 80% youth accepts responsibility for their actions and make formal commitment to not re-commit offenses.
4. Contractor's **Measurable Objectives** shall include the following:
 - a. Youth will receive a trauma-informed and culturally responsive psychosocial assessment and screening for youth's readiness for a reentry circle, which will include consideration of chronological age, developmental level, potential gang affiliation, level of community supports, identification of youth's needs upon release, and willingness to actively participate in the process.
 - b. Youth's family/guardians will separately receive a trauma-informed and culturally responsive psychosocial assessment and screening for readiness in the reentry circle and the youth's release.
 - c. Through the assessment process, reentry circle participants will be identified, contacted, and coached on their roles and

responsibilities within the circle.

- d. A customized re-entry circle will be conducted at the youth's school site with relevant community partners (family, school staff, faith community, ACPD, and Contractor staff).
- e. Follow up meeting(s) will be conducted to ensure all circle members are following through on their agreements.
- f. Youth will be linked directly to a mentor and a care coordinator as needed (Counselor/case manager) for longer-term follow up and after-care services.
- g. Counselor/case manager will complete a summary of the after-care plan with youth and return it to the referral source.

5. Contractor's **Key Tasks** shall include the following:

- a. Develop clear and specific procedures in collaboration with the Alameda County Juvenile Justice Transition Center for identifying and connecting with youth who are going to be released.
- b. Develop clear and specific procedures in collaboration with New Haven Unified School District, Fremont Unified School District and Newark Unified School District for the coordinated re-enrollment of the youth into school.
- c. Identify and document re-entry circle member's roles and responsibilities.
- d. Meeting with youth at the JJs.
- e. Meeting with youth's family.
- f. Coordinate reentry circle participants.
- g. Conduct reentry circle and any follow up meetings.
- h. Develop after-care plan, linkage to additional services, monitoring of care plan.

6. **Key Components** of Contractor's Restorative Justice program shall include the following:

- a. Working with the youth: Contractor shall assign mentors and a restorative justice coordinator to work with the Juvenile

Justice Center Transition Center to set up 1-3 meetings with the youth prior to their release.

- (1) The primary focus of these meetings shall be to begin the relationship building process and conduct an assessment to better understand the youth's strengths and needs as well as their readiness to participate in a reentry circle.
 - (2) Contractor would also work with the youth to identify which school and community members may be helpful to have participate in the reentry circle and clarify roles and expectations.
- b. Working with the youth's family: The assigned mentors and restorative justice coordinator shall arrange to meet with the youth's family/immediate support system.
- (1) The focus of these meetings shall be relationship building, identifying the family's needs/concerns, developing a clear aftercare plan, providing linkages to resources, and clarifying roles and expectations for the reentry circle.
- c. Working with the school: Contractor's restorative justice coordinator shall work with the appropriate district to assist in coordinating the youth's return to school, including identifying any academic supports that may be available. Contractor shall also work with the school to identify which staff could be appropriate to include in the reentry circle and clarify roles and expectations.
- d. Working with the community: The restorative justice coordinator shall reach out to identifying community members who could support the youth's reentry process and clarify roles and expectations.
- e. Reentry Circle: Contractor shall implement a coordinated process that will be ideally conducted at the youth's school site within 24 business hours of the youth's release, but no more than 7 days after their release. Participants would include the youth, school staff, family members, and other supportive community members as identified.
- (1) Reentry Circles shall last 50-90 minutes and embrace the following core concepts:

- (a) Accountability that addresses the resulting harms, encourages empathy and responsibility, and transforms shame.
 - (b) Encouragement to personal transformation, including healing for the harms that contributed to offending behavior, opportunities for treatment for addictions and/or other problems, building on personal competencies and strengths.
 - (c) Encouragement and support for integration into the community.
- f. Follow-up Care: The mentor will continue to be regularly involved with the youth; the restorative justice coordinator will follow up with circle members on their commitments and provide a warm handoff to YFS counselors and case managers for on-going services and support
7. **Expected Outcomes and Success:** Contractor shall define success for its Restorative Justice program by the number of youth who participated in a reentry circle upon their release from the JJC. Additionally, Contractor shall define success when at least 80% of the participating youth report:
- a. A better understanding of their probation requirements.
 - b. Having a defined list of people in their support system and ways those supports can assist with the youth's needs.
 - c. Having goals and a concrete plan to achieve their goals.
 - d. Having been connected to a mentor as a part of the TCC mentoring program

H. **Follow-Up and After-Care**

1. Contractor shall conduct an exit survey with youth upon completion of any program.
2. Whenever possible, Contractor shall connect youth to services and programs that will continue after youth are discharged from TCC programs (e.g., mentoring/coaching services, enrollment in post-secondary education or programs that directly support college access, health care and mental health services, substance abuse

programs, etc.).

I. Attrition Mitigation

1. Once youth have entered into services, Contractor shall mitigate attrition by:
 - a. Utilizing highly trained staff capable of building trust and rapport with participants.
 - b. Clearly communicating program services and expectations.
 - c. Providing individualized, culturally relevant services that are meaningful to each youth.
 - d. Activating their intrinsic motivation.
 - e. Engaging youth in developing achievable goals and celebrating their success in meeting them.
 - f. Providing education on real-world subjects that affect them.
2. Contractor's strategy to re-engage youth shall include consistent contact attempts via phone, text message, or in-person at the youth's home or school.

J. Implement ACPD-approved screening and assessment tools that will guide identification, assistance, and referral for delivery of appropriate services.

1. Diversion Services
 - a. Contractor shall use a comprehensive psychosocial assessment (CANS, 360 Assessment Tool, or other assessment tool as identified by Alameda County Juvenile Probation) that identifies strengths and determines all the areas in which support is needed.
 - b. The assessment will also identify criminogenic factors to be addressed (peer relationships, substance abuse, academic issues, antisocial attitudes/values/beliefs, impulsivity, etc.), level of service need (higher risk factors increases the level of care), and opportunities for diversion services.
2. Life Skills and Support Services
 - a. Contractor shall use a comprehensive psychosocial assessment (CANS, 360 Assessment Tool, or other

assessment tool as identified by Alameda County Juvenile Probation) that identifies strengths and determines all the areas in which support is needed.

3. Civic and Social Engagement

- a. At intake, Contractor shall collect youth demographic information (race/ethnicity, income, address and other contact information, etc.), as well as probation status (if any).
- b. Contractor shall administer a comprehensive baseline assessment (BLA) to gather critical information from youth participating in its Law Program.
 - (1) This assessment includes components of the Ohio Youth Assessment System (OYAS), a validated tool that measures criminogenic needs and risk levels in youth.
 - (2) Through the BLA, Contractor shall also gather information on such focus areas as the youth's history of substance use, history of trauma, and employment and education attainment, and developmental assets.
 - (3) Contractor shall utilize BLA data to gain a deeper understanding of its target population, address any issues pertaining to the unique needs of sub-populations, and relies on BLA data to make decisions about program eligibility and service plans.
 - (4) The use of the tools results in information that the Contractor shall use to determine service prioritization, such as risk level.
- c. For youth invited to join the Leadership Training Program (LTP), Contractor shall conduct ongoing assessment at intake. Contractor shall give LTP youth the complete OYAS to measure risk and criminogenic need. Services can then be adjusted as needed based on results.

4. Mentoring; Restorative Justice

- a. Contractor shall use a comprehensive psychosocial assessment (CANS, 360 Assessment Tool, or other assessment tool as identified by Alameda County Juvenile Probation) that identifies strengths and determines all the

areas in which support is needed.

- b. Contractor shall use the Youth Level Service/Case Management Inventory (YLS/CMI) to determine youth that are most at risk of recidivism.
- K. Provide comprehensive delinquency prevention services to help youth make a successful transition. Components of comprehensive services must include:
1. **Outreach and Recruitment Plan:** Contractor shall provide services that are completely accessible to clients and their families (including hours of operation and days available).
 - a. Youth and caregivers may connect with Contractor staff at Youth Service Center clinics or school sites.
 - b. Program groups will be provided during school hours (for groups held on school campuses) or after school hours (for groups held at the Youth Service Centers or other appropriate community locations).
 - c. The Youth Service Center clinics shall have youth and family friendly waiting rooms and offices that are welcoming to all people and designed for comfort and safety.
 - d. Contractor shall ensure that childcare at service sites will be available or arranged as needed during regular business hours.
 - e. Contractor shall provide transportation funds for clients who cannot easily access the location services.
 - f. Contractor shall offer services during regular hours at school campuses and during regular business hours and evenings at the Youth Services Centers. Transportation vouchers will be offered to youth as needed.
 - g. Diversion:
 - (1) Contractor shall focus on providing both formal and informal services. This includes alternatives to suspension programs within the school districts, diversion services through probation and/or local police departments, and youth engaging in other at-risk behaviors.
 - (2) Contractor's Youth Service Center clinic managers

will work closely with ACPD to receive referrals, as well as keep ACPD abreast of caseload and availability for case referrals.

- (3) Contractor shall work in partnership with local law enforcement to identify and link youth first time offenders and/or youth who have contact with law enforcement to our Diversion program.
- (4) Contractor shall enter into and maintain memorandums of understanding with local school districts to ensure coordination of referrals and linkage to Diversion services for at-risk youth promptly.

h. Life Skills and Support Services

- (1) Outreach will be performed by Contractor's coaches at Back to School Nights, by offering workshops during the school day, and by developing rapport and coordination with school staff.
- (2) Information about the Life Skills program will also be advertised on City of Union City and City of Fremont's webpages, social media, and through school district communications.
- (3) ACPD and Youth Service Center staff will also be kept informed of workshops being offered so that DPOs, case managers, and counselors are aware of services to which they can refer at-risk youth and youth on Probation.

i. Civic and Social Engagement

- (1) Contractor shall strive to provide the Law Program at two sites that are geographically accessible to youth referred into the program.
- (2) Contractor shall specifically choose service locations in partnership with local schools, cities, and community centers to ensure that area youth are able to access the program.
 - (a) If possible, the Law Program shall be offered as an elective at school so that it is accessible to all students at that location.

- (3) Contractor's volunteers and staff shall transport youth to and from Law Program sites if transportation is a barrier to attendance.

j. **Mentoring; Restorative Justice**

- (1) Contractor shall conduct initial assessments and reentry circle preparations at the Alameda County Juvenile Justice Center.
- (2) The reentry circle will typically take place at the youth's school site.

2. **Record Keeping and Case Management for Youth:**

- a. Contractors shall make contact and/or document attempts to reach youth and families referred for DPN services within three business days.
- b. For any youth referred by ACPD, Contractor shall confirm receipt of the service referral request before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or designee) who completed the referral for services.
- c. Contractor shall maintain all documentation related to individual youth who participate in groups services in accordance with applicable privacy laws and regulations. Hard copy and electronic records systems shall be used.
- d. Contractor shall offer case management through its Youth Service Centers to all youth and their families if need is indicated.

3. **Service Coordination Plan**

- a. Contractor shall service youth referred by the following sources: ACPD, Law Enforcement, School, Family, Self, or Community Referral. This includes youth referred to the ACPD through Notice to Appear (NTA); on formal or informal probation; or court ordered informal probation. Other referrals may come from District Attorney, Public Defender, or the Juvenile Court and Law Enforcement Agencies in Alameda County.

- b. Contractor shall obtain consent from youth and their legal guardians to allow coordination of care and communication about youth needs. Contractor shall establish a plan with each youth and their family/caregivers to outline service needs.

L. Implementation Plan

1. Within 10 days of execution of this agreement, Contractor shall work with ACPD to develop implementation plans and project timelines for all services and/or program.

VI. PERFORMANCE MEASURES and DELIVERABLES

A. Release/Consent Information

1. Contractor shall obtain releases from clients to collect client-level data and provide such data to ACPD, including identifying information. If Contractor cannot obtain a release from any client because that individual refuses to sign a release, Contractor shall report the refusal to ACPD.
2. For any individual who refuses to sign a release to collect and release identifying information, Contractor shall report the same information, including the Service Information, in a format that does not use the individual's name or otherwise identify the individual.
3. The refusal of an individual to sign consent for release of information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided.

- B. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.

The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of youth referred for any of the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Number of youth referred by referral type: Probation, Law

Enforcement, School, Family, Self, or Community.

2. How well was it done?
 - a. Number and percentage of youth who received the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Of those youth referred by Probation, the number/percent who received services.
 - c. Of those referred, 85% will be enrolled in the service provided.
 - d. 80% of the youth will receive the service within one week of referral.
 - e. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.
3. Are participants better off?
 - a. Within six months of program completion, 75% of participating youth will not be arrested or reoffend, to be confirmed with Probation data.
 - b. 75% of youth should experience a reduction of identified risk behaviors, based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

C. Reports

1. Monthly Reports

Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:

- a. Name of the youth served each month

- b. Probation case number (if applicable)
 - c. Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
 - d. Types of services
 - e. Number of sessions provided to client for the month
 - f. Total youth served for the month
 - g. Cumulative total unduplicated youth
 - h. Youth assessment instrument (provided by the Probation Department-To Be Announced)
 - i. Pre/post assessment scores (if applicable)
 - j. Closed cases outcome information
 - k. Additional outcome information, as required
2. Bi-Annual Progress Reports
- a. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to ACPD or a designee. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.
3. Referral/Service Status Reports
- a. Contractor shall submit a written notification to the referring Deputy Probation Officer (DPO) or ACPD designee, as follows:
 - (1) Before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;
 - (2) Within two weeks of the receipt of referral, provide written notification regarding the status of the referral and/or services;
 - (3) Within one month from the receipt of the referral, provide written notification, if applicable, and of the status of the referral and/or services; and

- (4) Provide written notification regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractor shall establish and maintain ongoing communication with the youth's assigned DPO and/or ACPD designee regarding the youth's progress.
4. Criminal Justice Involved Monthly Hiring Report
 - a. Contractor shall report out on how many individuals with criminal justice system involvement (CJSI) are being employed by its organization. This report shall be due on the 10th of each month (or the next business day when the 10th is on a weekend or holiday). ACPD will provide a report template for Contractors to use.

**EXHIBIT B
 PAYMENT TERMS**

1. Contractor shall use all payments solely in the support of the annual program budget as set forth in the tables below:

DIVERSION					
Personnel	Annual Salary	Program Effort (FTE)	Salary Billable to the County	Fringe Cost	Total Billable Annual Cost
Kristie Potter	\$111,202	0.010	\$1,112	\$446	\$1,558
Lidia Villalobos	\$46,617	0.015	\$699	\$518	\$1,217
Intervention Counselor	\$76,036	0.065	\$4,943	\$2,617	\$7,559
Sergio Abundis	\$70,070	0.010	\$701	\$513	\$1,214
David Madrid	\$66,561	0.050	\$3,328	\$1,938	\$5,266
David Sarinana	\$51,537	0.050	\$2,577	\$1,808	\$4,385
Laurie Linscheid	\$122,675	0.030	\$3,680	\$2,275	\$5,956
Tenisha Gonzalez	\$91,885	0.075	\$6,891	\$4,125	\$11,016
Megan Cobel	\$59,365	0.010	\$594	\$376	\$970
Personnel Subtotal					\$39,141
Non-Personnel					
Program and Direct Services					\$1,600
Office Supplies/Printing/etc.					\$2,510
ITS Cost Allocation					\$8,045
Fleet Vehicle Cost Allocation					\$390
Training Cost Allocation					\$346
Building Cost Allocation					\$496
Non-Personnel Subtotal					\$13,387
TOTAL PERSONNEL + NON-PERSONNEL COSTS					\$52,528
				Indirect Cost	\$4,091
TOTAL PROGRAM COSTS					\$56,619
				Leveraged (Matching) City of Union City	(\$11,619)
TOTAL BILLABLE ANNUAL DIVERSION COST					\$45,000

LIFE SKILLS					
Personnel	Annual Salary	Program Effort (FTE)	Salary Billable to the County	Fringe Cost	Total Billable Annual Cost
Kristie Potter	\$111,202	0.010	\$1,112	\$446	\$1,558
Lidia Villalobos	\$46,617	0.010	\$466	\$345	\$811
Intervention Counselor	\$76,036	0.115	\$8,745	\$4,630	\$13,373
Employment Coordinator	\$68,244	0.100	\$6,824	\$3,942	\$10,767
Sergio Abundis	\$70,070	0.050	\$3,504	\$2,567	\$6,070
Fredy Molina	\$76,889	0.020	\$1,538	\$1,220	\$2,757
Personnel Subtotal					\$35,336
Non-Personnel					
Program and Direct Services					\$700
Office Supplies/Printing/etc.					\$2,419
ITS Cost Allocation					\$7,595
Fleet Vehicle Cost Allocation					\$353
Training Cost Allocation					\$308
Building Cost Allocation					\$86
Non-Personnel Subtotal					\$11,461
TOTAL PERSONNEL + NON-PERSONNEL COSTS					\$46,797
Indirect Cost					\$3,273
TOTAL PROGRAM COSTS					\$50,070
Leveraged (Matching) City of Union City					(\$14,070)
TOTAL BILLABLE ANNUAL LIFE SKILLS COST					\$36,000

MENTORING					
Personnel	Annual Salary	Program Effort (FTE)	Salary Billable to the County	Fringe Cost	Total Billable Annual Cost
Kristie Potter	\$111,202	0.003	\$334	\$134	\$468
Lidia Villalobos	\$46,617	0.003	\$140	\$104	\$244
Sergio Abundis	\$70,070	0.055	\$3,854	\$2,823	\$6,677
Heather Curtis	\$78,882	0.050	\$3,944	\$2,149	\$6,093
Intervention Counselor	\$76,036	0.050	\$3,802	\$2,013	\$5,815
Personnel Subtotal					\$19,297
Non-Personnel					
Program and Direct Services					\$500
Office Supplies/Printing/etc.					\$2,400
ITS Cost Allocation					\$7,500
Fleet Vehicle Cost Allocation					\$345
Training-Consultation Cost Allocation					\$5,500
Non-Personnel Subtotal					\$16,245
TOTAL PERSONNEL + NON-PERSONNEL COSTS					\$35,542
Indirect Cost					\$2,864
TOTAL PROGRAM COSTS					\$38,406
Leveraged (Matching) City of Union City					(\$6,906)
TOTAL BILLABLE ANNUAL MENTORING COST					\$31,500

RESTORATIVE JUSTICE					
Personnel	Annual Salary	Program Effort (FTE)	Salary Billable to the County	Fringe Cost	Total Billable Annual Cost
Kristie Potter	\$111,202	0.008	\$890	\$357	\$1,247
Lidia Villalobos	\$46,617	0.005	\$233	\$173	\$406
Sergio Abundis	\$70,070	0.040	\$2,803	\$2,053	\$4,856
David Madrid	\$66,561	0.060	\$3,994	\$2,325	\$6,319
David Sarinana	\$51,537	0.060	\$3,092	\$2,170	\$5,262
Employment Coordinator	\$68,244	0.060	\$4,095	\$2,365	\$6,460
Personnel Subtotal					\$24,550
Non-Personnel					
Program and Direct Services					\$800
Office Supplies/Printing/etc.					\$2,400
ITS Cost Allocation					\$7,500
Fleet Vehicle Cost Allocation					\$345
Training Cost Allocation					\$300
Non-Personnel Subtotal					\$11,345
TOTAL PERSONNEL + NON-PERSONNEL COSTS					\$35,895
Indirect Cost					\$2,864
TOTAL PROGRAM COSTS					\$38,759
Leveraged (Matching) City of Union City					(\$7,259)
TOTAL BILLABLE ANNUAL RESTORATIVE JUSTICE COST					\$31,500

2. Any changes to the tables above must be approved by the County prior to provision and invoicing of services. Regardless of any changes that are approved by the County, including hourly rates, Contractor shall not reduce services as set forth in Exhibit A (Specifications) nor exceed any other payment terms outlined in this Exhibit B (Payment Terms).
3. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice and associated monthly reports.
 - a. Invoices shall be submitted, along with monthly reports, by the 10th of each month (or the next business day when the 10th is on a weekend or holiday).
4. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to: probfiscalinvoice@acgov.org

5. Total payment under the terms of this Agreement will not exceed the total amount of \$540,000. This cost shall be all-inclusive.
 - a. In order to ensure that services are available to the target population throughout the contract period, Contractor will not bill the County more than an average of \$15,000 per month without the approval of the ACPD Division Director or his/her designee.

6. No Supplanting of Funds:
 - a. Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G Endorsements and Conditions: <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, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 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: City of Union City

PRINCIPAL: Joan Malloy

TITLE: City Manager

SIGNATURE:

DocuSigned by:
Joan Malloy
6A883797FA684C9...

DATE: 7/11/2019



ALAMEDA COUNTY PROBATION DEPARTMENT
EXHIBIT G
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 residents.

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.



**ALAMEDA COUNTY PROBATION DEPARTMENT
EXHIBIT G
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:

- a. 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);
- b. 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
- c. 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

NAME: _____ TITLE: _____

SIGNATURE: _____ 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: City of Hayward DEPT #: 250300

TITLE/SERVICE: Delinquency Prevention Network (Programs)

DEPT. CONTACT: Mariana Dailey PHONE: (510) 208-1003

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-6000346
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

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

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

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

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

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 3. Will the County provide more than 20% of the contractor’s income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

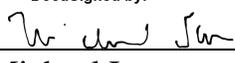
A “YES” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.”

CERTIFICATIONS:

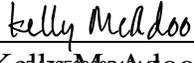
I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signatures:

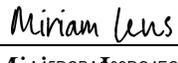
Agency/Department Head Signature

DocuSigned by:


Michael Lawson, City Attorney 6/12/2019
Date

DocuSigned by:


Kelly McAdoo, City Manager 6/16/2019
Date

DocuSigned by:


Miriam Lens, City Clerk 6/17/2019
Date

DocuSigned by:


Debra Dillon, Procurement Administrator

6/18/2019

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 6/18/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and City of Hayward, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Delinquency Prevention Network (Programs) services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Delinquency Prevention Network (Programs) 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	Specifications
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit G	Prison Rape Elimination Act (PREA) Certification

The term of this Agreement shall be from March 1, 2019 through February 28, 2022.

The compensation payable to Contractor hereunder shall not exceed Seven Hundred Twelve Thousand Five Hundred dollars (\$712,500) 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

CITY OF HAYWARD

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

By: DocuSigned by:
Michael Lawson
09C74871793D47E...Signature

Name: Detra Dillon
(Printed)

Name: Michael Lawson
(Printed)

Title: Procurement Administrator

Title: City Attorney

Date: 6/18/2019

Date: 6/12/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422...Signature

By: DocuSigned by:
Kelly McAdoo
BA76F8386B15447...Signature

Name: Kimberly Gasaway
(Printed)

Name: Kelly McAdoo
(Printed)

Title: Chiefy Deputy, Administration

Title: City Manager

Date: 6/18/2019

Date: 6/16/2019

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

By: DocuSigned by:
Miriam Lens
A45DCBAC83DC4E...Signature

Name: Miriam Lens
(Printed)

By: DocuSigned by:
K. Jean Oh
7903E6614A...Signature
K. Jean Oh, Deputy County Counsel

Title: City Clerk

Date: 6/17/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees,

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

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

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

Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Probation Department
1111 Jackson Street, 8th Floor
Oakland, CA
ATTN: Mariana Dailey

To Contractor: City of Hayward
777 B Street
Hayward, CA 94541
ATTN: Emily Young

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 Delinquency Prevention Network (Program) Services shall not exceed \$712,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (SLEB Waiver No. 5600). 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 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

1. Paragraph 11 is deleted and replaced with the following:

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. This section explicitly excludes clinical records of services associated with this agreement, including any and all electronic copies of said documentation, which shall remain the sole property of the City of Hayward.

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

2. The following is added to Paragraph 22 FIRST SOURCE PROGRAM

Contractor will accept and treat candidates referred by the County in the same manner as other referrals and candidates during its recruitment process and is not obligated to hire potential candidates referred by the County.

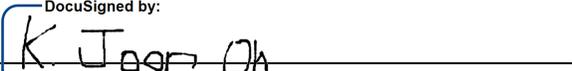
County Counsel Signature:  _____
K. Joon Oh, Deputy County Counsel

EXHIBIT A REQUIREMENTS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Delinquency Prevention Network (Programs) with the requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901630, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

II. PROJECT TEAM

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

Title/Position	PREA Certification Required
YFSB Administrator	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
Counseling Supervisor	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
Service Coordinator (Lead Program Asst.)	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
Family Counselor	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No
Sergeant, School Resource Officer Unit	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
Secretary	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
Management Analyst	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No

1. Contractor agrees that it shall only assign individuals to the Key Positions identified above who meet the minimum qualifications for services to be performed as determined by Alameda County Probation Department (ACPD).

III. PROGRAM FRAMEWORK

Contractor's services shall meet and/or address the following general requirements of the program/project framework, which shall take into consideration the diversity of clients overall.

- A. **Positive Youth Development Approach:** (PYD) is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and their achievement of key developmental stages. The PYD framework is an alternative to viewing adolescent development through the lens of problems and deficits. Contractor shall use and integrate into the operation of their contract the principles of PYD. The PYD frameworks share the following five basic assumptions:
1. Healthy messages to youth about their bodies, behaviors, interpersonal relationships, and interactions;
 2. Safe and structured places for youth to study, recreate, and socialize;
 3. Strong relationships with adult role models;
 4. Skill development in literacy competence, work readiness, and social skills; and
 5. Opportunities for youth to serve others and build self-esteem
- B. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the at-risk and system-involved youth. Contractor shall have the cultural competency required to successfully serve the target population in any service categories awarded. This competency spans not just race/ethnicity and language capacity, but it includes understanding and reflecting client's shared experiences, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
- C. **Evidence-Based Practices:** Contractor shall incorporate practices with evidence of effectiveness. Contractor shall also use the following eight evidence-based principles in order to achieve effective interventions:
1. Assess Actuarial Risk/Needs
 2. Enhance Intrinsic Motivation
 3. Target Interventions
 4. Skill Train with Directed Practice (Use Cognitive Behavioral

Treatment methods)

5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

For all service, treatment, or rehabilitative programs, the Contractor shall utilize and incorporate evidence-based correctional practices that are widely accepted as strategies to improve client mental health and behavioral outcomes. Greater consideration will be given to those programs that has demonstrated and incorporated evidence-based practices in their existing program, services, and curriculum.

D. **Trauma-Informed Care (TIC):** Contractor shall design activities in such a way that prevents re-traumatization; services shall respond to maladaptive coping mechanisms in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust. Contractor shall use the following guidelines in order to ensure that they are conducting a trauma-informed care approach to services:

1. **Consumer Involvement:** Involve trauma survivors, consumers, and family members. These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, quality assurance, access to peer support, workforce development, and evaluation).
2. **Cross-Sector Collaboration:** There is collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.
3. **Interventions:** All interventions, including screening and assessment, are based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and trauma-specific interventions are acceptable, effective and available for individuals, youth, and families seeking services.
4. **Training and Workforce Development:** Training on trauma and how to respond is available for all staff. Hiring, supervision, and staff evaluation incorporate trauma-informed principles. Procedures

are in place to support staff with trauma histories.

5. **Consultation and Supervision:** All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the work place, including interactions between staff and clients, and among staff themselves.
 6. **Physical Environment:** Investments are made to ensure the physical environment promotes a sense of safety for clients and staff.
 7. **Quality Assurance:** There is ongoing assessment, tracking, and ongoing of trauma-informed principles.
- E. **Developmentally Appropriate:** Contractor shall be attuned to the developmental impact of negative experiences and address related strengths and deficits to ensure youth develop a healthy trajectory
- F. **Understanding Experiences:** Contractor shall address how youth frame what has happened to them in the past and help youth positively shape their beliefs about the future.
- G. **Coping Strategies:** Contractor shall help youth transform maladaptive coping methods into healthier, more productive strategies.
- H. **Social Support:** Contractor shall include strategies for helping youth build protective factors such as connections with schools, employment, health care, legal services, appropriate family members and other caring adults.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall have plans in place for addressing the following administrative requirements:

- A. Background Checks
1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants who have regular and/or unsupervised private contact with youth served by the organization. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law.
 2. To the extent the Contractor is able, the plan shall include the Federal Bureau of Investigation (FBI) criminal history records, including fingerprint checks and child abuse and neglect registry checks. If a Contractor is unable to obtain FBI criminal history information or child abuse and neglect registry information, the

Contractor's must detail its efforts to obtain such information and the impediments encountered.

3. The Hayward Police Department (HPD), which includes the Youth and Family Services Bureau (YFSB), has a recruitment and selection policy, formally adopted in the HPD Policy Manual (last updated 2018/9/17). The policy includes the following background check procedures:
 - a. State or tribal criminal history records
 - b. Local, state, and federal criminal history record check, including fingerprint checks, sex offender registry check, and child abuse and neglect registry.
 - c. Employment eligibility verification
 - d. Driving record review and verification
 - e. Reference checks, including credential verification and employment experience
 - f. Information obtained from public internet sites, including review of social media sites
 - g. A background investigation to verify his/her personal integrity and ethical standards.

All staff who will provide the proposed services are subject to a complete HPD background check. Consultants, contractors, or volunteers will not be a part of this program and will therefore not have unsupervised private contact with youth.

4. In addition, as appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport youth), and professional licensing records.

B. Emergency Preparedness Plan:

1. Contractor shall have a preparedness, response, and recovery plan. The plan should contain strategies for addressing evacuation, security, food, medical supplies, and notification to youths' families, as appropriate. In the event of an evacuation due to specific facility issues, such as fire, loss of utilities, or at the direction of authorities, an alternative location needs to be established and posted.
2. Contractor shall have a comprehensive emergency management plan

that includes preparedness, response, and recovery plan (City of Hayward Comprehensive Management Plan, Adopted 2009). The plan includes Standard Operating Procedures (SOP) to follow in the event of multiple types of disasters. Each SOP addresses evacuation, security, food, medical supplies, and notification to youths' families, as appropriate.

- a. The HPD conducts annual training on its Emergency Management Plan and completes a quarterly inspection of each division for operational readiness of all equipment and supplies needed in the event of an emergency.
- b. In the event of an evacuation due to specific facilities issues, an appropriate site will be secured through the City of Hayward or Hayward Unified School District (HUSD) as an alternative location. The location will be posted and communicated to all program participants.

C. Staff Development and Training Plan

1. Contractor shall ensure that all paid and volunteer workers are trained on the Core Competencies of Youth Workers necessary to carry out the objectives and activities of the contract. This shall include, but is not be limited to, positive youth development, trauma-informed care, evidence-informed practices, outreach and recruitment, human trafficking prevention and intervention, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency.
2. Contractor shall have and maintain current job descriptions on file and provide them as requested by ACPD for all personnel whose salaries, wages, and benefits are funded through the Delinquency Prevention Network (DPN). Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
3. All Contractor staff will participate in ongoing training and consultation with other members of the team.
 - a. Staff shall receive individual supervision and participate in weekly case consultation meetings to discuss challenging cases and utilize a team approach to identify solutions.

Further, they will receive quarterly training on pertinent topics including evidence-based treatment modalities (WhyTry, Motivational Interviewing, and others); the provision of culturally responsive services, including training on historical trauma; training in trauma-informed interventions, including the impact of vicarious trauma on clinicians; positive youth development; and other topics relevant to the needs of the families served.

4. Prison Rape Elimination Act (PREA) Training

ACPD is required by PREA (28 CFR § 115.332) to ensure that that all volunteers and contractors who have contact with youth in the Juvenile Justice Center (JJC) have been trained on their responsibilities under ACPD's sexual assault, sexual abuse, and sexual harassment prevention, detection, and response policies and procedures. The level and type of training provided shall be determined by ACPD, and shall be based on the services provided and level of contact with youth. All volunteers and contractor staff who have contact with youth shall participate in such training and shall be notified by the Contractor of ACPD's zero-tolerance policy regarding sexual assault, sexual abuse, and sexual harassment and be informed how to report such incidents. Contractor shall work with ACPD for PREA Training and assist ACPD in maintaining documentation confirming that volunteers and contractor staff understand the training they have received.

- a. Contractor, upon execution of this contract, shall provide to the *Alameda County Probation Compliance & Standards Office* (with copies to the ACPD designee) a list of all staff persons/positions and volunteers that will or plan to enter the Juvenile Justice Center (JJC) as part of this contract.
- b. Contractor shall ensure that any staff persons/positions and volunteers that will or plan to enter the JJC will complete the PREA Certification document (Exhibit G) prior to entering the JJC.
 - (1) PREA Certification documents are due, upon contract execution, to the *Alameda County Probation Compliance & Standards Office* (with copies to the ACPD designee).

5. ACPD shall agree to provide PREA training to Contractor at no costs to Contractor. Contractor shall agree to provide staff and volunteers with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice

involved individuals and evidence-based practices may be required.

D. 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. The funding agency should be written out in full, an approved logo attached followed by the Master Contract number in square brackets. 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 work was supported by the Alameda County Probation Department, Delinquency Prevention Network Programs services [Master Contract No. 901630]

V. SPECIFIC REQUIREMENTS

A. Engage in the coordinated entry process in the community.

1. Contractor(s) shall provide services at the following Service Delivery Sites:

a. Contractor's facility;

Youth and Family Services Bureau
300 West Winton Avenue
Hayward, CA 94544

b. Client's home;

c. Probation offices;

d. School; and

e. Any other sites that support the client and family engagement process.

B. Target Population:

1. Contractor shall provide core intervention services to at-risk and system-involved youth which includes youth who are habitual truants, runaways and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families; to at-risk and

justice-involved youth (informal and formal probation), ages 8 to 18; and Transition Age Youth (TAY), ages 18 to 21 (with active probation involvement or Non-Minor Dependents) non-probation involved and truant youth.

- a. Minimum Number of Unduplicated Youth to be Served Annually:
 - (1) Diversion: **40**
 - (2) Life Skills and Support Services: **45**
 - (3) Restorative Justice: **30**
- b. Service Area: **City of Hayward**

C. Program Services (Diversion)

1. Contractor(s) shall provide services and programs specifically structured to prevent formal entry into the juvenile justice system including, but not limited to, the following four components:
 - a. Diversion Counseling and Service Coordination
 - (1) Contractor shall offer youth a minimum of five sessions on personal accountability and character building based on the evidence-based WhyTry curriculum.
 - (2) Contractor shall provide youth with Diversion Counseling, systems navigation services, including an individualized assessment of each youth and family to facilitate the appropriate linkages to services.
 - (3) Key Objectives for the Contractor shall include:
 - (a) 85% of youth referred by probation will be connected with a Service Coordinator and offered an intake appointment.
 - (b) 80% of youth will be offered the service within two weeks of referral
 - (c) 85% of youth will be enrolled into services or provided linkages to services within 30 days of referral.
 - (4) Expected Outcomes for the Contractor shall include:

- (a) Of those who successfully complete, 75% will not be arrested or reoffend within six months.
 - (b) 75% of participants will experience a reduction of identified risk behaviors based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).
- b. Prop 64 Marijuana Diversion
- (1) Contractor shall provide youth with the required 4, 8 or 10 hours of counseling and/or education and coordination of community service requirements, as mandated by law.
 - (2) Contractor shall provide services individually, in a group, or in a combination of the two based on the number of participants, individual needs, and timing.
 - (3) Key Objectives for the Contractor shall include:
 - (a) 85% of youth referred by probation will be connected with a Service Coordinator and offered an intake appointment.
 - (b) 80% of youth will be offered the service within two weeks of referral
 - (c) 85% of youth will be enrolled into services or provided linkages to services within 30 days of referral.
 - (4) Expected Outcomes for the Contractor shall include:
 - (a) Of those who successfully complete, 75% will not be arrested or reoffend within six months.
 - (b) 75% of participants will experience a reduction of identified risk behaviors based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).
- c. Diversion Workshops
- (1) Contractor shall offer workshops in one of two formats, to be determined by the number and type of

referrals received:

- (a) Co-facilitate workshops in a multi-family group setting where diverted youth are accompanied by at least one parent/guardian; and
 - (b) Co-facilitate an open-format workshop for youth ages 12-18 utilizing the WhyTry Curriculum.
 - (2) Key Objectives for the Contractor shall include:
 - (a) 75% of youth and parents will find the workshop helpful, based on program evaluation surveys.
 - (3) Expected Outcomes for the Contractor shall include:
 - (a) Of those who successfully complete, 75% will not be arrested or reoffend within six months.
 - d. Educational Support Services
 - (1) Contractor shall provide youth with site-based coordination services at HUSD secondary school sites to facilitate school connection and educational advocacy.
2. Contractor shall be responsible for building relationships with school districts to develop site-specific alternatives to suspension programming.
 3. Contractor shall utilize the evidence-based WhyTry Curriculum to encourage tangible life skill development and foster pro-social engagement.
 - a. Contractor shall incorporate Cognitive Behavioral Treatment methods and Motivational Interviewing (both evidence-based).
 - b. Contractor shall select targeted interventions based on assessment, and progress towards achieving goals will be measured and shared with participants at regular intervals to give them an opportunity to see personal progress.
 - c. Contractor's shall utilize visual analogies to teach important life skills (e.g., decisions have consequences; peer pressure; obeying laws and rules; plugging into support systems) and

reinforce these analogies through creative use of music, hands-on activities and multimedia.

4. Contractor shall facilitate youth education and employment through teaching critical skills fundamental to academic and vocational success.
 - a. Peer relationship development shall be a primary focus of service components, but especially the Diversion Workshops where a group cohort will be formed, and peer connectedness fostered.
 - b. Contractor shall connect youth to opportunities for leisure and recreation, with developing connection to pro-social activities being a cornerstone strategy to keeping youth positively engaged with the community.
5. Service Coordination Plan; Screening and Assessment Tools
 - a. Contractor shall utilize *The DPN 360: A Resource Review* (DPN 360) tool to take a holistic approach to working with families and assess their needs and strengths across a number of different domains.
 - b. Contractor shall use the evidence-based Childhood and Adolescent Needs and Strengths (CANS) tool, or other ACPD approved screening and assessment tool, to obtain the information to complete the DPN 360.
 - c. Contractor shall utilize the DPN 360 and CANS tools to develop culturally responsive, individualized Service Coordination Plans to address needs through strengths, as well as determine the correct type and dosage of services based on the assessed needs and risk level of the referred youth and family.
 - (1) Contractor shall collaborate with enrolled youth and their families to develop a plan and appropriate services, including linking youth to employment development programs, educational supports, recreational opportunities, or counseling and case management.
 - d. The DPN 360 shall include a Recommendation Form that, upon Probation's request, will be shared with the referring probation officer (as applicable) to highlight pertinent family recommendations and provide specific referrals and linkages

for the referred youth, including for unique sub-populations such as communities of color, immigrants, LGBTQ youth, girls, foster and crossover youth, survivors of trauma, Commercially Sexually Exploited Children (CSEC) involved youth, gang involved youth, parenting youth, and substance using youth.

- e. Contractor shall perform ongoing assessment to ensure interventions are meeting the youth's needs.

6. System of Care and Collateral Linkages

- a. Contractor shall continually develop and maintain relationships with a network of providers to easily link youth to appropriate services.
- b. Contractor will participate as an active member of the Coordination of Services Team (COST) at each of the middle and high schools in Hayward, including Brenkwitz Continuation High School.
- c. Contractor will attend community partner meetings including DPN Providers Meeting, county school-based providers, COST, East Bay Youth Alliance (EBYA), and Probation Juvenile Services

7. Aftercare Procedures

- a. Contractor shall establish an aftercare plan where each youth can continue to experience success after discharge from the program.
- b. Services can be re-initiated even after a case is closed and a youth is discharged.
- c. Contractor shall conduct outreach to clients six months post-discharge to check in with youth and assess if there are any ongoing needs for services.

8. Attrition Mitigation

- a. Contractor shall be committed to working to keep youth engaged in the services and re-engage them if they discontinue participation.
- b. Contractor shall conduct early and ongoing client engagement with phone calls and outreach to youth and families, as well as in-person check-ins at the youth's school when feasible.

- c. Contractor shall remove barriers to accessing services, including but not limited to: providing bus passes for transportation, being flexible about the location in which services are provided, and offering appointments before and after regular work hours.
- d. Contractor shall offer incentives to encourage participation and reward consistency.
 - (1) Contractor shall provide food or snacks at workshop and group meetings.
- e. Contractor shall inform youth and families about the purpose of the interventions and involve them in program decisions at each stage, building family buy-in and fostering their sense of ownership over their participation.
- f. Contractor shall elicit regular feedback from youth and families so that any problems with services can be identified and resolved early, before youth discontinue program participation.

9. Record Keeping, Case Management, Referrals

- a. Contractor shall maintain all case notes related to all client contacts in accordance with applicable laws and procedures.
- b. Within three business days of referral, Contractor shall either make contact with referred participants or document the attempts made to reach youth and families.
- c. For any youth referred by Alameda County Probation Department, Contractor shall confirm receipt of the service referral request before close of business on the next business day and provide service updates to the Probation staff that completed the referral for services.

D. Program Services (Life Skills and Support Services)

- 1. Contractor shall implement a *Thrive Life Skills Program (TLSP)* to enhance youths' abilities to live independently and provide skills and opportunities critical to their success. TLSP shall be comprised of three program components that will teach skills and provide relevant opportunities and supports that foster positive connections:
 - a. TLSP Workshop:
 - (1) Contractor's TLSP Workshop shall be a 10-week

program run twice annually with a cohort of 10 youth ages 13 to 17 and their parents in each session in a group workshop format.

- (2) The WhyTry Curriculum and multimedia activities will be utilized to engage participants and help them learn critical life skills in a way they can understand and remember.
- (3) Key Objectives for the Contractor shall include:
 - (a) 50% of youth will participate in at least 5 sessions.
 - (b) 85% of youth referred by probation will be connected with a Service Coordinator and offered an intake appointment.
 - (c) 80% of youth will be offered the service within two weeks of referral
 - (d) 85% of youth will be enrolled into services or provided linkages to services within 30 days of referral.
- (4) Expected Outcomes for the Contractor shall include:
 - (a) Of those who successfully complete, 75% will not be arrested or reoffend within six months.
 - (b) 75% of participants will experience a reduction of identified risk behaviors and/or an increase in skills necessary for independent living based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

b. TLSP Service Coordination:

- (1) Contractor shall provide systems navigation and case management services to youth. This shall include an individualized assessment, conducted by the Contractor, of each youth and family to facilitate the appropriate linkages to services and referrals.
- (2) Key Objectives for the Contractor shall include:
 - (a) 85% of youth referred by probation will be

connected with a Service Coordinator and offered an intake appointment.

- (b) 80% of youth will be offered the service within two weeks of referral
 - (c) 85% of youth will be enrolled into services or provided linkages to services within 30 days of referral.
- (3) Expected Outcomes for the Contractor shall include:
- (a) Of those who successfully complete, 75% will not be arrested or reoffend within six months.
 - (b) 75% of participants will experience a reduction of identified risk behaviors and/or an increase in skills necessary for independent living based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).
- c. Educational Support Services:
- (1) Contractor shall provide youth with services to facilitate school connection and educational advocacy.
 - (2) Key Objectives for the Contractor shall include:
 - (a) YFSB staff will participate in 75% of scheduled COST meetings.
 - (3) Expected Outcomes for the Contractor shall include:
 - (a) New participants will be identified for Life Skills services.
 - (b) Educational advocacy and linkages will be provided to enrolled Life Skills participants.

2. Evidence-Based Practices

- a. Based on a positive youth development model, Contractor's TLSP shall provide a comprehensive approach to life skills and support services intended to build resiliency and mitigate risk factors, consistent with the National Center for Trauma-Informed Care.

- b. Contractor shall combine the evidence-based WhyTry curriculum with theories of Cognitive Behavioral Treatment methods and Motivational Interviewing (both evidence-based).
 - c. Contractor shall selected targeted interventions based on careful assessment, and progress towards achieving goals will be measured and shared with participants at regular intervals.
- E. Program Services (Restorative Justice):** Programs that utilize restorative practices to facilitate accountability strategies, which encourage youth to take responsibility and make amends for the harm caused within their communities. In order to provide a seamless continuum of services the selected program(s) should have the capacity to serve youth both in and out of custody.
- 1. Contractor(s) shall provide services and programs specifically structured to teach skills and provide age-relevant opportunities and supports that foster positive connections, in addition to the following three components:
 - a. Restorative Justice Groups
 - (1) Contractor shall offer in-custody youth at Camp Sweeney and/or Juvenile Hall a minimum of four, one hour monthly group sessions utilizing the evidence-based WhyTry curriculum and multimedia activities to engage participants.
 - (2) Contractor shall provide youth with age appropriate sessions focusing on personal accountability and character building.
 - (3) Key Objectives for the Contractor shall include:
 - (a) 75% of youth will find the workshop helpful, based on program evaluation surveys.
 - (4) Expected Outcomes for the Contractor shall include:
 - (a) Of those who successfully complete Restorative Justice Services, 75% will not be arrested or reoffend within six months.
 - (b) 75% of participants will experience a reduction of identified risk behaviors based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be

determined by ACPD).

b. Restorative Justice Service Coordination

- (1) Contractor shall provide youth with transitional services including systems navigation services and case management, including an individualized assessment of each youth and family to facilitate the appropriate linkages to services.
- (2) Contractor shall provide individualized services to out of custody youth during agency office hours.
- (3) Key Objectives for the Contractor shall include:
 - (a) 85% of youth referred by probation will be connected with a Service Coordinator and offered an intake appointment.
 - (b) 80% of youth will be offered the service within two weeks of referral
 - (c) 85% of youth will be enrolled into services or provided linkages to services within 30 days of referral.
- (4) Expected Outcomes for the Contractor shall include:
 - (a) Of those who successfully complete, 75% will not be arrested or reoffend within six months.
 - (b) 75% of participants will experience a reduction of identified risk behaviors based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

c. Educational Support Services

- (1) Contractor shall participate as an active member of the Coordination of Services Team (COST) at nine middle and high school in Hayward, including Brenkwitz Continuation High School.
- (2) Contractor shall provide youth with site-based coordination services at HUSD secondary school sites to facilitate school connection and educational advocacy.

- (3) Key Objectives for the Contractor shall include:
 - (a) YFSB staff will participate in 75% of scheduled COST meetings.
- (4) Expected Outcomes for the Contractor shall include:
 - (a) 75% of participants will be seamlessly connected to their home school upon re-entry to the community.
 - (b) Educational advocacy and linkages will be provided for participants.
- F. Implement ACPD-approved screening and assessment tools that will guide identification, assistance, and referral for delivery of appropriate services.
- G. Provide comprehensive delinquency prevention services to help youth make a successful transition. Components of comprehensive services must include:
 - 1. **Outreach and Recruitment Plan:** Contractor shall provide services that are completely accessible to clients and their families (including hours of operation and days available).
 - 2. **Record Keeping and Case Management for Youth:**
 - a. Contractors shall make contact and/or document attempts to reach youth and families referred for DPN services within three business days.
 - b. For any youth referred by ACPD, Contractor shall confirm receipt of the service referral request before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or designee) who completed the referral for services.
 - c. **Service Coordination Plan:** Contractor shall service youth referred by the following sources: ACPD, Law Enforcement, School, Family, Self, or Community Referral. This includes youth referred to the ACPD through Notice to Appear (NTA); on formal or informal probation; or court ordered informal probation. Other referrals may come from District Attorney, Public Defender, or the Juvenile Court and Law Enforcement Agencies in Alameda County.

H. Implementation Plan

1. The table below shall provide a baseline implementation plan for Contractor's program/services.
 - a. Contractor shall provide ACPD an updated Implementation Plan and/or Program Timeline(s) within 15 days of the contract execution date.

Date (est. based on October 1, 2018 start)	Key Milestone DIVERSION SERVICES
Ongoing Beginning October 2018	Recruit Diversion Counseling and Service Coordination Participants
Ongoing Beginning October 2018	Recruit Prop 64 Marijuana Diversion Participants
Ongoing Beginning October 2018	Recruit Diversion Workshop Participants
Ongoing Beginning October 2018	Attend COST Meetings
Ongoing Beginning October 2018	Provide Staff Training on WhyTry Curriculum and Other Relevant Topics
Ongoing Beginning October 2018	Track Deliverables and Monitor Outcomes
Ongoing Beginning October 2018	Participate in Local and Regional Meetings
Ongoing Beginning December 2018	Offer First Bi-Monthly Diversion Workshop
Completed by January 2019	Recruit and Train Service Coordinator

Date (est. based on October 1, 2018 start)	Key Milestone LIFE SKILLS and SUPPORT SERVICES
Ongoing Beginning October 2018	Recruit Service Coordination Participants
Ongoing Beginning October 2018	Attend COST Meetings
Ongoing Beginning October 2018	Provide Staff Training on WhyTry Curriculum and Other Relevant Topics
Ongoing Beginning October 2018	Track Deliverables and Monitor Outcomes
Ongoing Beginning October 2018	Participate in Local and Regional Meetings
Completed by January 2019	Recruit and Train Service Coordinator
Completed by January 2019	Develop TLSP Workshop Curriculum
Ongoing Beginning January 2019	Recruit TLSP Workshop Participants
February 2019	First TLSP Workshop Cohort Begins
September 2019	Second TLSP Workshop Cohort Begins

Date (est. based on October 1, 2018 start)	Key Milestone RESTORATIVE JUSTICE SERVICES
Ongoing Beginning October 2018	Recruit Service Coordination Participants
Ongoing Beginning October 2018	Attend COST Meetings
Ongoing Beginning October 2018	Provide Educational Re-Entry and Support Services
Ongoing Beginning October 2018	Provide Staff Training on Why Try Curriculum and Other Relevant Topics

Ongoing Beginning October 2018	Track Deliverables and Monitor Outcomes
Ongoing Beginning October 2018	Participate in Local and Regional Meetings
Completed by December 2018	Identify Probation Point of Contact and Develop Plan for Providing Services to Youth In-Custody
Completed by January 2019	Recruit and Train Service Coordinator
Completed by January 2019	Develop Restorative Justice Group Curriculum
Ongoing Beginning January 2019	Recruit Restorative Justice Group Participants
January 2019	Offer First Monthly Restorative Justice Group

VI. PERFORMANCE MEASURES and DELIVERABLES

A. Release/Consent Information

1. Contractor shall obtain releases from clients to collect client-level data and provide such data to ACPD, including identifying information. If Contractor cannot obtain a release from any client because that individual refuses to sign a release, Contractor shall report the refusal to ACPD.
2. For any individual who refuses to sign a release to collect and release identifying information, Contractor shall report the same information, including the Service Information, in a format that does not use the individual's name or otherwise identify the individual.
3. The refusal of an individual to sign consent for release of information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided.

- B.** This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.

The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of youth referred for any of the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Number of youth referred by referral type: Probation, Law Enforcement, School, Family, Self, or Community.

2. How well was it done?
 - a. Number and percentage of youth who received the following services: diversion, life skills, civil and social engagement, mentoring, and restorative justice.
 - b. Of those youth referred by Probation, the number/percent who received services.
 - c. 80% of youth will be offered the service within two weeks of referral
 - d. 85% of youth will be enrolled into services or provided linkages to services within 30 days of referral.
 - e. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.
3. Are participants better off?
 - a. Within six months of program completion, 75% of participating youth will not be arrested or reoffend, to be confirmed with Probation data.
 - b. 75% of youth should experience a reduction of identified risk behaviors, based upon pre-/post-test using a standardized Risk, Needs and Responsivity assessment instrument (to be determined by ACPD).

C. Reports

1. Monthly Reports

Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 15th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 15th report should include November data) and shall include, but not be limited to, the following:

- a. Name of the youth served each month
- b. Probation case number (if applicable)
- c. Date of birth, address, client descriptive information (referral

source, gender, ethnicity etc.)

- d. Types of services
- e. Number of sessions provided to client for the month
- f. Total youth served for the month
- g. Cumulative total unduplicated youth
- h. Youth assessment instrument (provided by the Probation Department-To Be Announced)
- i. Pre/post assessment scores (if applicable)
- j. Closed cases outcome information
- k. Additional outcome information, as required

2. Bi-Annual Progress Reports

- a. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

3. Referral/Service Status Reports

- a. Contractor shall submit a written notification to the referring Deputy Probation Officer (DPO) or Program Services Coordinator (if applicable), as follows:
 - (1) Before close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;
 - (2) Within two weeks of the receipt of referral, provide written notification regarding the status of the referral and/or services;
 - (3) Within one month from the receipt of the referral, provide written notification, if applicable, and of the status of the referral and/or services; and
 - (4) Provide written notification regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractor shall establish and maintain ongoing communication with the youth's

assigned DPO and/or the Program Services Coordinator (as appropriate) regarding the youth's progress.

4. Criminal Justice Involved Monthly Hiring Report

- a. Contractor shall report out on how many individuals with criminal justice system involvement (CJSI) are being employed by its organization. This report shall be due on the 10th of each month (or the next business day when the 10th is on a weekend or holiday). ACPD will provide a report template for Contractors to use.

**EXHIBIT B
 PAYMENT TERMS**

1. Contractor shall use all payments solely in the support of the annual program budget as set forth in the tables below:

DIVERSION								
	Annual Budget (Year One)				Annual Budget (Year Two & Year Three)			
Staff/Position	Effort (FTE)	Hourly Rate	Estimated Hours	Billable Cost	Effort (FTE)	Hourly Rate	Estimated Hours	Billable Cost
Service Coordinator (Lead Program Asst)	0.45	\$58.49	936	\$49,709.30	0.60	\$58.49	1,248	\$59,375.00
Family Counselor	0.08	\$71.51	166	\$8,837.21	0.08	\$71.51	166	\$7,916.67
Counseling Supervisor	0.15	\$92.20	312	\$16,569.77	0.12	\$92.20	250	\$11,875.00
YFSB Administrator	0.10	\$115.69	208	\$11,046.51	0.08	\$115.69	166	\$7,916.67
Secretary	0.08	\$54.28	166	\$8,837.21	0.08	\$54.28	166	\$7,916.67
SRO Sgt.	0.02	\$136.68	42	\$0	0.02	\$136.68	42	\$0
Management Analyst	0.02	\$92.03	42	\$0	0.02	\$92.03	42	\$0
Benefits (included in Hourly Rates)	-	-	-	-	-	-	-	-
	Staffing Subtotal			\$95,000	Staffing Subtotal			\$95,000
Non-Staffing Costs				Billable Cost				Billable Cost
Training				\$0				\$0
Software Maintenance				\$0				\$0
Concrete Services				\$0				\$0
	TOTAL ANNUAL COST (Year One)			\$95,000	TOTAL ANNUAL COST (Year Two & Year Three)			\$95,000

LIFE SKILLS and SUPPORT SERVICES								
	Annual Budget (Year One)				Annual Budget (Year Two & Year Three)			
Staff/Position	Effort (FTE)	Hourly Rate	Estimated Hours	Billable Cost	Effort (FTE)	Hourly Rate	Estimated Hours	Billable Cost
Service Coordinator (Lead Program Asst)	0.38	\$58.49	780	\$39,175.26	0.50	\$58.49	1,040	\$46,914
Family Counselor	0.07	\$71.51	146	\$7,312.71	0.07	\$71.51	146	\$6,568
Counseling Supervisor	0.13	\$92.20	260	\$13,058.42	0.10	\$92.20	208	\$9,383
YFSB Administrator	0.09	\$115.69	182	\$9,140.89	0.07	\$115.69	146	\$6,568
Secretary	0.07	\$54.28	146	\$7,312.71	0.07	\$54.28	146	\$6,568
Management Analyst	0.02	\$92.03	42	\$0.00	0.02	\$92.03	42	\$0
Benefits (included in Hourly Rates)	-	-	-	-	-	-	-	-
	Staffing Subtotal			\$76,000	Staffing Subtotal			\$76,000
Non-Staffing Costs				Billable Cost				Billable Cost
Training				\$0				\$0
Software Maintenance				\$0				\$0
Concrete Services				\$0				\$0
	TOTAL ANNUAL COST (Year One)			\$76,000	TOTAL ANNUAL COST (Year Two & Year Three)			\$76,000

RESTORATIVE JUSTICE								
	Annual Budget (Year One)				Annual Budget (Year Two & Year Three)			
Staff/Position	Effort (FTE)	Hourly Rate	Estimated Hours	Billable Cost	Effort (FTE)	Hourly Rate	Estimated Hours	Billable Cost
Service Coordinator (Lead Program Asst)	0.30	\$58.49	624	\$33,529.41	0.40	\$58.49	832	\$42,222.22
Family Counselor	0.05	\$71.51	104	\$5,588.24	0.05	\$71.51	104	\$5,277.78
Counseling Supervisor	0.12	\$92.20	250	\$13,411.76	0.08	\$92.20	166	\$8,444.44
YFSB Administrator	0.08	\$115.69	156	\$8,382.35	0.05	\$115.69	104	\$5,277.78
Secretary	0.05	\$54.28	104	\$5,588.24	0.05	\$54.28	104	\$5,277.78
SRO Sgt.	0.02	\$136.68	42	\$0.00	0.02	\$136.68	42	\$0.00
Management Analyst	0.02	\$92.03	42	\$0.00	0.02	\$92.03	42	\$0.00
Benefits (included in Hourly Rates)	-	-	-	-	-	-	-	-
	Staffing Subtotal			\$66,500	Staffing Subtotal			\$66,500
Non-Staffing Costs				Billable Cost				Billable Cost
Training				\$0				\$0
Software Maintenance				\$0				\$0
Concrete Services				\$0				\$0
	TOTAL ANNUAL COST (Year One)			\$66,500	TOTAL ANNUAL COST (Year Two & Year Three)			\$66,500

- a. Any changes to the table above must be approved by the County prior to provision and invoicing of services. Regardless of any changes that are approved by the County, including hourly rates, Contractor shall not reduce services as set forth in Exhibit A (Specifications) nor exceed any other payment terms outlined in this Exhibit B (Payment Terms).
2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice and associated monthly reports.
 - a. Invoices shall be submitted, along with monthly reports, by the 15th of each month (or the next business day when the 15th is on a weekend or holiday).
3. Invoices will be reviewed for accuracy and approval by the Alameda County Probation Department. Invoices shall be submitted via email to: probfiscalinvoice@acgov.org
4. Total payment under the terms of this Agreement will not exceed the total amount of \$712,500. This cost shall be all-inclusive.
 - a. In order to ensure that services are available to the target population throughout the contract period, Contractor will not bill the County more than an average of \$19,791.67 per month without the approval of the ACPD Division Director.
5. No Supplanting of Funds:
 - a. Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G Endorsements and Conditions:	
<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, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 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 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:

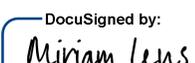
- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment 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: City of Hayward

SIGNATURE:	<small>DocuSigned by:</small>  Michael Lawson, City Attorney	DATE: <u>6/12/2019</u>
SIGNATURE:	<small>DocuSigned by:</small>  Kelly Mendoza, City Manager	DATE: <u>6/16/2019</u>
SIGNATURE:	<small>DocuSigned by:</small>  Miriam Lens, City Clerk	DATE: <u>6/17/2019</u>



ALAMEDA COUNTY PROBATION DEPARTMENT
EXHIBIT G
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 residents.

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.



**ALAMEDA COUNTY PROBATION DEPARTMENT
EXHIBIT G
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:

- a. 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);
- b. 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
- c. 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

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____