



BRIAN K. FORD
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

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

July 8, 2025

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

**SUBJECT: APPROVE CONTRACTS FOR AB 109 DIRECT SERVICES: SEX
OFFENDER MANAGEMENT TREATMENT PROGRAM; MASTER
CONTRACT NO. 902576; AMOUNT: \$550,000**

Dear Board Members:

RECOMMENDATION:

Approve contracts for Master Contract No. 902576 to provide AB 109 Direct Services: Sex Offender Management Treatment Program services to the Alameda County Probation Department adult realigned client population, for the term of 08/01/2025 – 07/31/2026, in the pooled amount of \$550,000, with the following contractors:

1. Jerel Armstrong Psychologist Corporation (Principal: Bless Madriaga; Location: Oakland); Procurement Contract No. 29103;
2. Psychological Assessment, Inc. DBA Shaping Success (Principal: Michelle Wysopal; Location: Oakland); Procurement Contract No. 29104; and
3. The Counseling and Psychotherapy Center of Greater Boston, Inc. (Principal: Kellie McNamara, Location: Oakland); Procurement Contract No. 29101.

DISCUSSION/SUMMARY:

The Alameda County Probation Department (ACPD) is committed to promoting the use of best practices through data-driven, performance-based supervision, services, and opportunities that foster positive behavior change and life options for adults on probation. Sex offender treatment services aim to reduce the risk of re-offending and promote rehabilitation through a variety of

therapeutic approaches. These services involve a combination of individual and group therapy, cognitive-behavioral interventions, and relapse prevention strategies. Treatment intensity is often tailored to the individual's risk level, with higher-risk offenders receiving more intensive and extensive treatment.

Since July 2012, certain registered sex offenders on parole or probation have been required to participate in sex offender management programs (California Penal Code, Section 290.09). Effective September 2010, the Chelsea King Child Predator Prevention Act (AB 1844), herein referred to as Chelsea's Law, mandates that all registered sex offenders on formal probation for a Penal Code § 290 registerable offense must actively participate in a California Sex Offender Management Board (CASOMB) approved Sex Offender Management Program per California Penal § Code, Sections 1203.067, 290.09, 9003). Chelsea's Law codified the Containment Model, which requires collaboration and communication among a team comprised of the sex offender treatment provider, deputy probation officer (DPO), polygraph examiner, and, when appropriate, a victim advocate. All sex offender treatment providers are required to be certified through CASOMB.

All clients undergoing sex offender treatment will be assessed by their DPO on their ability to pay for sex offender treatment services before being referred to a pool of providers. ACPD will cover the costs associated with sex offender treatment services based on the individuals sliding fee scale. Referrals will be made to the providers based on client's ability to pay, continuity of care, geographical locations and provider availability.

SELECTION CRITERIA/PROCESS:

ACPD developed a Request for Quote (RFQ), which was issued on April 30, 2025, posted on the website for 30 days, emailed to the Chambers of Commerce e-mail group, and sent to the E-Gov Goods and Services - Current Contract Opportunities mailing service. The RFQ was also advertised in The Inter-City Express on May 2, 2025 and in the What's Happenings Tri City Voice on May 6, 2025. The networking/bidders conference were held on May 7th and 8th, 2025 and were attended by two participants representing two vendors.

On May 30, 2025, three bidders submitted responses to the RFQ. All responses were evaluated by ACPD based on price and to ensure they met the bidder qualifications.

Jerel Armstrong Psychologist Corporation, Psychological Assessment, Inc. DBA Shaping Success, and The Counseling and Psychotherapy Center of Greater Boston, Inc. all met the criteria as specified in the RFQ and are being recommended for award.

All bidders are certified Small Local Emerging Businesses (SLEB): Jerel Armstrong Psychologist Corporation (Certified Small: 25-00055; Expiration: 4/30/2026), Psychological Assessment, Inc. DBA Shaping Success (Certified Small: 24-00053; Expiration: 5/31/2027), and The Counseling and Psychotherapy Center of Greater Boston, Inc. (Certified Small: 21-00055; Expiration: 6/30/2027).

The following is the evaluation summary:

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Bid Price</i>
<i>Jerel Armstrong Psychologist Corporation</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>\$588,500</i>
<i>Psychological Assessment, Inc. DBA Shaping Success</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>\$742,500</i>
<i>The Counseling and Psychotherapy Center of Greater Boston, Inc.</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>\$399,080</i>

FINANCING:

Funding for these contracts was recommended by the Community Corrections Partnership Executive Committee (CCPEC) in March 2024 under category Sex Offender Treatment for FY 24-25 and is included in the ACPD 2025-26 approved budget. There will be no increase in net County cost as a result of approving the above recommendation.

VISION 2036 GOAL:

The Sex Offender Treatment services meet the 10X goal pathway of a **Crime Free County** in support of our shared visions of **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Brian K. Ford
Chief Probation Officer

BKF:SS

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 7/2/2025, is by and between the County of Alameda, hereinafter referred to as the "County", and Jerel Armstrong Psychologist Corporation, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to sex offender management treatment program services which are more fully described in Exhibit A hereto ("Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide Sex Offender Management Treatment Program Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	The Iran Contracting Act (ICA) of 2010
Exhibit F	Culture, Values & Guiding Principles Requirements
Exhibit G	Realignment/Re-entry Meeting Schedule

The term of this Agreement shall be from August 1, 2025 through July 31, 2026.

The compensation payable to Contractor hereunder shall not exceed the pooled amount of five hundred and fifty thousand dollars (\$550,000) for all pool contracts for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County

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

COUNTY OF ALAMEDA

JEREL ARMSTRONG PSYCHOLOGIST
CORPORATION

By: David G. Haubert
Signature

Name: DAVID G. HAUBERT
(Printed)

Title: President of the Board of Supervisors

Date: 7/30/25

Signed by:
By: Bless Madriaga
Signature

Name: Bless Madriaga
(Printed)

Title: Chief operating officer/Practice

Date: 7/2/2025

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

Signed by:
By: K. Joon Oh
EFDCE3E661894A0...
K. Joon Oh, Deputy County Counsel

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



GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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 Boards 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 in any way connected with the performance of this agreement (collectively

"Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

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

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
1111 Jackson Street, 7th Floor
Oakland, CA 94607
Attn: Steven Belowich, Probation Specialist

To Contractor: Jerel Armstrong Psychologist Corporation
66 Franklin Street, Suite 300
Oakland, CA 94607
Attn: Bless Madriaga

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 Education & Career Technical Training Support Services shall not exceed \$550,000 pool payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

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

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

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

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 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 Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

- 34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. **EXTENSION:** This agreement may be extended for up to four additional years for a total of five 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

SERVICES

I. GLOSSARY

TERM	DEFINITION
ACPD	Alameda County Probation Department
Agreement	This contract.
Best Practice	A procedure proven by research and experience to produce optimal results is established or proposed as a standard suitable for widespread adoption.
Center of Reentry Excellence (CORE)	The CORE is Alameda County Probation Department's welcoming, one-stop reentry resource center where Clients can drop-in to obtain recommendations and connections to various Service Providers, get assistance with barrier removal, and participate in informative workshops and community events. The CORE also serves as a secure hub where Service Providers can co-locate, directly engage with Clients, and contribute to ACPD's endeavors in community outreach, building relations and fostering engagement.
Client	A Client is a person who is Realignment eligible.
Client-Centered Approach	A client-centered approach is a methodology that places the client or service recipient at the forefront of all decision-making and processes. It is characterized by a deep commitment to understanding and addressing the unique needs, preferences, goals, and values of the client, with the ultimate aim of providing the highest quality of care and support.
Cognitive Behavioral Intervention (CBI)	Various models of Cognitive Behavioral Intervention are evidence-based and proven to have positive results when working with justice-involved populations. All CBI models provide a process by which individuals examine the interaction between their thoughts, feelings, and responses to cultivate patterns that lead to more productive outcomes.
COMPAS	The Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) is a research-based assessment tool used within the criminal justice system to evaluate an individual's risk for reoffending. COMPAS assists in guiding the Supervising Agency through case planning and determining effective supervision and treatment by assigning values to factors, such as substance misuse history, to assess risk levels.

Contractor	Jerel Armstrong Psychologist Corporation
County	The County of Alameda
Data Metrics	Data metrics are quantitative measures used to assess and evaluate various aspects of data. These metrics provide insights into the quality, performance, and characteristics of data, enabling ACPD to make informed decisions, track progress, and ensure data-related goals are met.
DPO	Deputy Probation Officer or Probation Officer
Enterprise Supervision™ (Formerly Tyler Supervision)	A web-based data management system that allows DPOs to coordinate, communicate, record, and track each step of a Client's Supervision process. It assists with Client management (referrals, Program participation, court appointments, etc.), tracks communication with Clients and providers, and allows data and performance to be tracked. Enterprise Supervision™ is ACPD's current Provider Portal.
FTE (Full Time Equivalent)	A full-time equivalent (FTE) is a unit of measurement used to figure out the number of full-time hours worked by all employees in a business. For example, if your business considers 40 hours to be a full-time workweek, then an employee working 40 hours per week would have an FTE of 1.0. Any Staff member paid through this Contract is expected to dedicate the number of FTE hours given to working under the Contract.
Indirect Cost	The costs of doing business that are not readily identified in the budget of this Contract but are necessary for the general operation of the organization and the activities it performs.
Justice-Impacted	Justice-Impacted refers to anyone who has first-hand experience in the criminal justice system due to being convicted or incarcerated, including individuals who have been under formal or court supervision.
Lived Experience	Lived Experience refers to having first-hand experience, instead of, or in addition to, formal education or training around an issue or condition.
Participant	An individual enrolled in or participating in sex offender treatment.
Program Completion	Program Completion refers to the completion of sex offender treatment as determined by the Provider.

Provider Portal	The web-based computer application that allows Service Providers to record and track each step of a Client's process. The Provider Portal also assists with Client management (referrals, Program participation, exits), allows the Contractor(s) to communicate with the Client's probation officer, and allows Program data to be pulled and Program outcomes to be tracked. Although Enterprise Supervision is the current Provider Portal being used, ACPD has the right to require the Contractor(s) to utilize a different data management Program in addition to or instead of the current Provider Portal at any time during the term of the Contract. When "Provider Portal" is used in this document, it refers to whatever data management system ACPD is requiring Contractor(s) to use.
Realignment/AB 109	Assembly Bill (AB) 109, the California Public Safety Realignment Act of 2011 as modified by AB 117. See the "Background" section.
Recidivism	Recidivism is defined by the Board of State and Community Corrections (BSCC) as a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on Supervision for a previous criminal conviction.
Reentry	Reentry refers to all people living in Alameda County who have had contact with the criminal justice system. When not capitalized, the word refers to the action or process of re-entering something.
SARATSO	State-Authorized Risk Assessment Tool for Sex Offenders
SOU	Sex Offender Unit consists of Alameda County supervising Deputy Probation Officers and or their respective Unit Supervisors and Directors.
Staff	Individuals working directly for or under the Supervision of the Contractor, including employees, agents, subcontractors, interns, volunteers, and all others.

SB 1473	<p>Senate Bill (SB) 1473 Current law establishes a State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO) and requires every registered sex offender to be assessed with the SARATSO, as specified. Current law requires a sex offender management professional to provide a person's score on the SARATSO to that person's parole agent or probation officer. Current law also requires the person's parole agent or probation officer to send the person's SARATSO score to the Department of Justice within 5 working days of the assessment.</p> <p>Starting January 1, 2025, the bill requires the sex offender management professional to send the person's SARATSO score to the Department of Justice within 30 days of the assessment, as specified.</p>
STATIC-99R	<p>The STATIC-99R is a structured risk assessment tool used to evaluate the risk of reoffending in adult male sex offenders. It is a static tool, meaning it relies on historical, unchangeable factors (such as age, criminal history, and past offenses) rather than dynamic factors (such as current behavior or psychological state). The STATIC-99R provides a numerical score based on the presence or absence of certain risk factors, which helps to predict the likelihood of future sexual offenses.</p>
Supervision	<p>Supervision encompasses various levels of oversight and support provided to individuals in the justice system to ensure compliance with legal requirements, foster rehabilitation, and promote community safety. Supervision for this Program encompasses Post-Release Community Supervision (PRCS), Penal Code 1170(h)- eligible supervision, formal probation, pre-trial status supervision, and specialty court supervision.</p>
Trauma-Informed or Trauma Informed Care	<p>Trauma-Informed care is an approach to providing services and support that recognizes the widespread impact of trauma on individuals and seeks to create an environment that promotes safety, trust, collaboration, and empowerment. Trauma-informed care involves taking a holistic approach to individuals, taking into account their prior traumatic experiences and the ways they have coped with them, in order to comprehend their actions and collaborate effectively with each Client. By adopting a Trauma-Informed approach, service providers aim to create an atmosphere that promotes healing and recovery, rather than further harm or re-traumatization.</p>

Warm Handoff	A Warm Handoff is a referral approach in which a provider uses face-to-face or, at a minimum, telephone contact to directly link individuals to other providers, resources, or specialists, if possible, in the presence of the Client.
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II. DEFINITION OF SERVICES

- A. Contractor shall provide Sex Offender Management Treatment Program Services with the requirements set on this Exhibit A.
- B. This Exhibit A has been drafted to include the requirements contained in the Request for Qualification (RFQ) No. 902576, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ 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 RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- C. The RFQ and Response, which are incorporated into this Agreement by this reference, 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.
- D. The Contractor shall be fully responsible for the performance of all obligations under this Agreement, including but not limited to the work performed by any subcontractors. The Contractor agrees to ensure that all subcontractors meet the requirements of this Agreement and comply with all applicable terms, conditions, and performance standards. In the event that a subcontractor fails to perform in accordance with the Agreement, the Contractor shall be liable for any resulting delays or non-compliance and shall take all necessary steps to correct such performance issues at no additional cost to the County. The Contractor shall maintain oversight and control over subcontractor performance and be solely responsible for any actions or omissions of its subcontractors.
- E. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Jerel Armstrong	CEO/Psychologist	628-399-1748	Jerel@armstrongphd.com
Ashley Mowrey	Psychologist	628-399-1748	Ashley@armstrongphd.com
Shawna O'Neil	Psychologist	628-399-1748	Shawna@armstrongphd.com
Bless Madriaga	Chief of Operations	628-399-1748	Bless@armstrongphd.com

Brittney Boyce	Project Manager	628-399-0765	Brittney@armstrongphd.com
Danielle Hawley	Scheduler/Proj. Mgr	628-399-1143	Danielle@armstrongphd.com
Francesca Biffi	Social Worker	628-399-1748	Francesca@armstrongphd.com
Simonetta Fosci	Social Worker	628-399-1748	Simonetta@armstrongphd.com
Clifford Kusaj	Psychologist	628-399-1748	Cliff@ArmstrongPhD.com
Omar Byron Leslie	Social Worker	628-399-1748	Assessment@armstrongphd.com

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

III. PROGRAM CAPACITY

A. Program Participants

Contractor must serve all adult Realignment-eligible individuals. Realignment eligibility may be changed by ACPD at any time. Contractor shall work with ACPD to revise services to accommodate any such changes. At the time of the execution of this Agreement, the following categories of individuals under Supervision are eligible for AB109-funded services:

1. **Post-Release Community Supervision (PRCS):** Individuals released from prison for non-serious and non-violent offenses who are not classified as high-risk sex offenders.
2. **Penal Code 1170 (h) Eligible:** Individuals charged and under Supervision with an 1170(h)-eligible offense, including:
 - a. Individuals sentenced to local prison and placed on Mandatory Supervision, and
 - b. Individuals granted deferred entry of judgment in lieu of an AB-109 eligible offense.
3. **Formal Probation:** Individuals on formal probation.

4. **Pre-trial Status:** Individuals who are part of the County's Pre-Trial Program.
5. **Specialty Court:** Participants in specialty courts with a felony conviction.

B. Inclusion of All Clients

Participation in this program is open to all Clients, irrespective of their gender identity, immigration status, psychiatric diagnosis, educational history, or other challenges, including substance abuse, cognitive impairment, and physical and/or mobility disabilities. The focus of this Program must not be on seeking the "ideal" Client but instead on understanding each Client's abilities, preferences, and aspirations in order to match them with education and career technical training opportunities that best align with their skill set and interests.

C. Geographic Access & Availability of Services

1. Contractor's services must be readily accessible to all Realignment-eligible Clients regardless of where in the County they reside. The Contractor will work out of their office, 66 Franklin Street, Suite 300, Oakland, CA. 94607.
2. Days and Hours of Operation: The Contractor is required to provide services to Clients during standard business hours. Standard business hours must provide for services to be available for a minimum of 5 days and 40 hours per week. Standard business hours are typically Monday through Friday from 8 a.m. to 5 p.m. but may vary and can include evenings and weekends.
3. Standard business hours will be agreed upon during contract negotiations and are subject to adjustment by ACPD as needed throughout the contract term. Contractor may suggest modifications to their standard business hours.
 - a. Holidays: ACPD will provide Contractor with a list of holidays. Contractor(s) is not obligated to provide services on [Alameda County Holidays](#).
 - b. Changes to Geographic Access and Availability Require ACPD Approval

Changes to the Contractor's days and hours of operation and holidays observed must be pre-approved, in writing, by Appropriate ACPD Staff. Written approval from ACPD must be received before any changes are made.

If Contractor needs to change the location where they are providing services, the Contractor must receive written approval from Appropriate ACPD Staff before any changes are made. ACPD must receive a minimum of 90 days advance notice of the Contractor's desire to relocate to a new address. The responsibility for timely notification solely rests with the Contractor, ensuring that ACPD can update its records for ongoing monitoring and collaboration purposes.

IV. SPECIFIC PROGRAM REQUIREMENTS

- A. Contractors must provide sex offender management treatment program services in accordance with the CASOMB approved *Containment Model*.
 - 1. The Containment Model is comprised of three required components: a supervising (e.g., probation or parole) officer, a sex offender treatment provider, and a polygraph examiner. This approach centers on the needs and safety of victims.
 - 2. The *Containment Model* operates through multi-agency collaboration, explicit policies, and consistent practices that combine case evaluation, risk assessment, sex offender treatment, and intensive community surveillance, all aimed to maximize public safety. The *Containment Model* consists of the following key aspects:
 - a. A philosophy that emphasizes victim protection, public safety, and reparation for victims as the paramount objectives of sex offender management.
 - b. Implementation strategies that depend on agency coordination and multidisciplinary partnerships.
 - c. A containment-focused case management and risk control approach that is individualized based on each offender's characteristics.
 - d. Consistent multi-agency policies and protocols.
 - e. Quality control mechanisms, including program monitoring and evaluation.
- B. The diversity of sex offender and treatment services clearly indicate that approaches to treatment should vary; a "one size fits all" approach simply does not work. A

comprehensive assessment process aligned with the latest local and statewide legislation and treatment modalities, should address the varied motivations, predisposing factors, offense pathways, and specific intervention needs of each individual.

- C. Treatment should address the underlying factors believed to contribute to an individual's offending behavior and their risk of reoffending. Outcomes are maximized and recidivism is reduced when offenders are matched to interventions based on their risk, needs, and other relevant factors. Additionally, sex offenders often face a range of criminogenic needs that must be considered when designing treatment interventions. These include:
 - 1. Sexual Interest Domain:
 - a. Sexual preference for children
 - b. Sexualized violence
 - c. Sexualized preoccupation
 - 2. Relational Style Domain:
 - a. Emotional congruence with children
 - b. Lack of emotionally intimate relationship with an adult
 - c. Callousness and grievance thinking
 - 3. Self-management Domain
 - a. Lifestyle impulsiveness
 - b. Dysfunctional coping
- D. Assessments must aid in justification for service intensity and duration. For example, intensive treatment has a better impact on higher-risk offenders than it does on lower-risk offenders. ACPD completes the [Static-99R](#) assessment and makes referrals to treatment programs as appropriate. The Static-99R assesses male offenders presentencing and prior to release from prison. The Static-99R is based on static (unchanging) risk factors, which predict the potential for sexual re-offending, such as age at release from custody on the sex offense, number of certain types of prior convictions, and victim characteristics.
- E. Contractors must offer all services to non-English-speaking clients.
- F. Psychological evaluations should be conducted in person, unless prohibited by local regulations, or there are extraordinary circumstances. Mode of evaluation must be

documented in the report, as well as subsequent live client signatures on the report, where applicable.

- G. Contractors should provide therapeutic counseling to clients in-person, unless one of the following [CASOMB Telehealth Guidelines](https://casomb.org/pdf/Telehealth_and_Language_Barriers_Guidelines_12_2020.pdf) (https://casomb.org/pdf/Telehealth_and_Language_Barriers_Guidelines_12_2020.pdf) applies:
1. There are no local CASOMB-certified providers available within a reasonable distance (i.e., rural areas).
 2. Commuting to treatment is significantly challenging or creates an undue hardship for the client (e.g., lack of transportation, excessively long commutes, commutes that interfere with employment).
 3. The client is homebound or has medical issues that prevent in-person attendance and they continue to pose a risk to the community.
 4. Local providers do not offer services in the client's language and a treatment provider in another county does.
 5. Following county medical guidelines during exceptional circumstances.
- H. The DPO must pre-approve any non in-person treatment services.
- I. If telehealth is utilized, the reason for its utilization must be documented in the Provider Portal, as well as the monthly reporting, and the Contractor should collect an electronic signature or other electronic verification that the client attended a virtual session.
- J. Contractor must conduct a Child Contact Assessment (CCA) as needed or upon request to determine whether it is safe for the individual to have contact with their own children and/or with other children, excluding the victim.
- K. Contractor must offer an approved Supervisor/Chaperone Training Component for potential chaperones to learn, process, and internalize information about offender characteristics, risk, and behaviors.
- L. Contractor must participate in monthly case conferencing with the ACPD SOU and the Containment Model Team. All conference parties' schedules are to be considered to set conference date, time, and location to best maximize collaborative engagement on behalf of the Client.
- M. Contractor must inform DPOs within 24 business hours should the client fail to participate in a treatment session.
- N. **Certification Requirements**

1. Contractor must maintain their CASOMB certification throughout the contract term.
2. To ensure adherence to evidence-based practices and uphold standards of care, all therapists providing treatment to sex offenders must be in compliance with the [CASOMB Treatment Providers Certification Requirements \(https://casomb.org/docs/Treatment_Provider_Certification_Requirements_Manual_-_Revised_2022-09.pdf\)](https://casomb.org/docs/Treatment_Provider_Certification_Requirements_Manual_-_Revised_2022-09.pdf) at the appropriate level (Independent, Associate, or Student Provider).
3. CASOMB offers certification at three levels:
 - a. Independent Provider: Licensed mental health professionals with substantial experience and training in sex offender treatment.
 - b. Associate Provider: Professionals who are licensed or in the process of obtaining licensure, possessing relevant education and some experience in the field.
 - c. Student Provider: Individuals enrolled in a graduate program leading to a mental health license, participating in formal practicum or internship placements at CASOMB-certified agencies.
- O. Contractor must notify ACPD within three (3) business days if their CASOMB certification expires. Failure to notify will be considered a violation of the terms outlined in this RFP.
- P. Staff must complete the California Department of Justice [NexTest](#), which is used for [Criminal Justice Information Services \(CJIS\)](#) training and certification, to obtain access to Enterprise and other Criminal Offender Record Information (CORI) information provided by ACPD.

V. ADMINISTRATIVE REQUIREMENTS

A. Separate Administrative & Fiscal Management

1. Contractor must keep the administrative and fiscal activities of the contracted Program separate and distinct from all other activities and deliverables.

B. Acknowledge Funding

1. Contractor is responsible for ensuring all communications, including but not limited to representations, presentations, advertisements (both verbal and written), written documents, publications, and electronic media generated using funds from this Agreement, or related to an AB109-funded project, or the Realignment-eligible population served by this Agreement, incorporate a funding acknowledgment statement.

2. The following statement and logo must be included for reference in all written materials, publications, and electronic media:

"This work is funded by AB 109 and supported by the Alameda County Probation Department [Master Contract No. 902576]."

3. The full name of the Alameda County Probation Department, with no abbreviations, must be used. Any written materials, publications, or electronic media featuring this funding statement and logo require prior written approval from ACPD before mass production and distribution.

C. Referral Process

1. Contractor will receive referrals from ACPD.
2. DPOs will refer clients who have been court-ordered, assessed, and meet eligibility requirements for sex-offender management and treatment program services
3. Once received, Contractor must ensure that these referrals are documented in the Provider Portal.
 - a. Acknowledgment of referrals must be completed within 48 business hours of when the referral was initiated. Contractor must submit written notification to the referring DPO (or assigned ACPD Staff) to confirm the receipt of the referrals.

D. Attendance Requirements

1. Attendance Documentation
 - a. Clients must sign the attendance sheet in person or provide a virtual signature for each attendance session, regardless of whether the session is conducted in-person or virtually, to confirm their participation. The attendance roster is to be submitted to ACPD with monthly billing.
2. Group Session
 - a. [According to CASOMB Guidelines \(CASOMB Program Requirements Jan2014.pdf\)](#): Therapy groups should consist of no more than nine participants. For groups with five to nine clients, each session must last at least 90 minutes. If a group has four or fewer clients, sessions can be a minimum of 60 minutes. Groups designed for individuals with low cognitive functioning or chronic mental health issues should be limited to six participants, with sessions potentially as short as 60 minutes if clinically indicated.

3. Participant Release/Consent Information
 - a. Contractor shall obtain a Release of Information (ROI) from each Client to collect Client-level data, including Personal Identifying Information (PII), and share this data with ACPD and other providers. If a Client refuses to sign a release, the Contractor must report the refusal to ACPD within 48 hours via the Provider Portal and through an email notification sent to the DPO. ACPD will not reimburse the Contractor for services rendered to Clients without a valid ROI.

VI. STAFFING REQUIREMENTS

A. Program Staff

1. Contractor must ensure that their proposed Staff are trained and equipped to assist Clients with sex offender treatment services outlined in this Agreement.
2. Staff must have the necessary credentials, qualifications, and representation to deliver services effectively.
3. Staff must adhere to all national and regional Best Practice standards for service delivery, communication, and engagement with Clients, as outlined in the [General Requirements: Culture, Values, and Guiding Principles section in Exhibit F.](#)
4. Contractor must promptly inform ACPD of any changes in Staff within 24 business hours of the change; the specific ACPD Staff members to receive notice will be designated during the Program Kickoff.

B. Staff Background Checks

1. Contractor shall ensure background checks are completed on all employees, subcontractors, volunteers, and consultants who have regular contact and/or unsupervised private contact with adults served by the organization. Contractor must include in background checks verification of educational credentials, training(s), employment experience, and driving records (for those who will transport participants). Required background checks must include the following: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law. Contractor must be prepared, periodically throughout the contract term, to verify with ACPD the completion of background checks on all Staff.

C. Job Descriptions

1. Contractor must maintain up-to-date job descriptions on file with ACPD for all Staff whose salaries, wages, and benefits are funded through this Agreement. These job descriptions must outline the minimum qualifications required for the services to be performed and must be submitted to ACPD for pre-approval.

VII. DELIVERABLES / REPORTS

A. Data Collection & Maintenance

1. Contractor must promptly furnish ACPD with the data metrics under sub-section (2). Upon request by ACPD, Contractor shall also furnish additional/other data and metrics not listed under sub-section (2). Contractor must maintain a comprehensive record of Program progress by submitting monthly, quarterly, and term-end reports using the format and timeline determined by ACPD. Contractor must also provide written notification regarding the outcome of the services provided (successful/unsuccessful) to Client's DPO.
2. At a minimum, the Contractor must collect, track, record, and report on the following data:
 - a. Demographic Data
 - b. Client's Name
 - c. Probation case number (if applicable) or another personal identifier
 - d. Date of Birth
 - e. Location/Address
 - f. Contact information (e.g., mail, phone number, etc.)
 - g. Client's descriptive information (e.g., gender, ethnicity, age, etc.)

VIII. PERFORMANCE-BASED EVALUATIONS

- A. This will be a performance-based Agreement with metrics that will help measure Contractor's effectiveness in achieving the Program goals. How much was done and are Clients better off as a result of the services provided are questions that will guide the evaluation.
- B. Performance standards provide an estimated minimum level of expected performance and the performance goals reflect the desired outcomes.

- C. All performance measures, except those with an asterisk, are required to process invoices, and must be shared with ACPD monthly, along with the Contractor's monthly report.
- D. The Contractor must regularly monitor and evaluate these metrics to make informed decisions and improvements in the Program as needed.
 - 1. 100% of clients must receive an evaluation/intake within 30 days of program referral.
 - 2. 100% of clients with a contact sex offense must have a State required assessment(s) within 30 days of program referral.
 - 3. 100% of clients must have an initial case conference within 45 days of program referral.
 - 4. 100% of clients must have treatment plans that are driven by a psychosocial assessment completed within 45 days that identifies dynamic and sexual criminogenic needs and should include the client's input to create SMART objectives
 - 5. 100% of treatment sessions must be aligned with the identified needs from the assessment.
 - 6. 75% of clients must complete their treatment goals as outlined in their treatment plan.

IX. REPORTING REQUIREMENTS

- A. Information regarding the designated ACPD Staff to whom the Contractor must report to will be provided at the Program Kickoff. ACPD retains the authority to modify the recipient of the requested information and the manner of delivery, as necessary. While the frequency of data reporting by Contractor may be determined during negotiations or disclosed during the Program Kickoff meeting, the Contractor must provide the following data and information within the specified timeframes:
 - 1. **Adverse Events**
 - a. Contractor must submit written reports on adverse events, such as disciplinary actions and unplanned Program discharges, within 24 hours of the event. While Contractor may inform ACPD of the event by phone, the official report must be provided in writing through both the Provider Portal and a separate email to the DPO or other supervising agency's contact.

2. **Changes in Staff**

- a. Contractor must notify ACPD within 24 business hours of any changes in Staff, including Staff terminations.

3. **Provider Portal**

- a. **Referrals:** The Provider Portal and/or any other online data systems specified by ACPD must be utilized by Contractor to confirm receipt of referrals made and all referral status updates for each Client. Acknowledgment of referrals must be completed within 48 business hours of when the referral was initiated. Contractor must submit written notification to the referring DPO, to confirm the receipt of the referrals.
- b. **Communication with the Client's Supervising Agency:** Written notifications concerning the referrals received must adhere to the following timeline:
 - (1) Within 48 business hours of receiving the referral, notify the DPO of the referral status and/or services.
 - (2) Within 72 business hours, notify the Client's assigned DPO if they have not been able to contact the Client on the phone or by email.
 - (3) Within one month of receiving a referral, Contractor must provide a status update on each client, documenting services rendered and other relevant details, to the Provider Portal.
 - (4) While the Client is actively enrolled in the Program, Contractor must maintain regular communication with the Client's assigned DPO and/or ACPD Staff. This includes sharing updates on service outcomes, client engagement, milestones achieved, challenges encountered, and any changes in status, such as program completion (successful or unsuccessful), exit, or discharge.
- c. **Client Data:** To prevent data loss, Client data must be uploaded into the Provider Portal and/or any other online data systems specified by ACPD within 72 business hours of service delivery. Data must be reported by Client and date.

- d. **Performance Metrics:** Data reporting through the Provider Portal and/or any other online data systems specified by ACPD must be accomplished within 72 business hours of service delivery to prevent data loss.
- 4. Per SB 1473, Contractor shall send the Client's State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO) score to the Department of Justice within 30 days of the assessment, as specified.
- 5. Contractors must maintain routine phone and/or email contact with the ACPD Sex Offender Unit (SOU) staff no less than once a month. The primary point of written communications shall transpire through the Provider Portal.
- 6. **Annual Narrative Report**
 - a. Annually, as part of the January 15th quarterly progress report, Contractor is required to provide a reflection on the work done and impact made over the months leading up to year-end delivery of services, recommendations for improving service access and utilization, as well as engagement efforts made to support Clients' success in the Program.
- 7. **Final Activity Report**
 - a. No later than thirty (30) days following the expiration or termination of this Agreement, whichever comes first, Contractor shall furnish ACPD with a comprehensive written Final Activity Report. This report will include, but not be limited to, an evaluation of the quantity, quality, and impact of the work carried out in delivering services under this Agreement.
 - b. Final Activity Report must be submitted prior to processing the last invoice. Any delay in submission will delay the reimbursement of the last invoice.
- 8. **Presentations at the County's CCP & Realignment/Reentry Meetings**
 - a. At ACPD's request, Contractor must attend the County's Realignment/reentry meetings, the Community Corrections Partnership Subcommittee meetings and other meetings as requested. Their attendance is essential for reporting on Program-related matters such as data, achievements, challenges, or any other topics as requested by ACPD.

9. **Non-Realignment Funded Services**

- a. Within sixty (60) days of Agreement execution, Contractor must submit a detailed list of all services available to Clients after they transition off Supervision and no longer qualify for AB109-funded services. At a minimum, this list must include the type of service provided, eligibility criteria, and the expected duration of services. Any changes to the services offered must be communicated in writing to the SOU within fourteen (14) days of the modification.

10. **Program Policies & Procedures**

- a. Within twenty (20) days of Agreement execution, and before the commencement of services, the Contractor must furnish ACPD with copies of the following documents:
 - (1) A written alcohol and drug use policy.



EXHIBIT B

PAYMENT TERMS

1. Budget Overview

- a. Contractor shall use all payments solely in support of the program budget, set forth in the table below.

Item No.	Line Item Description	Flat Fee Rate per Services
1	Evaluation/Intake	\$1,750
2	Reassessment	\$0
2	Group Therapy	\$100
3	Individual Therapy	\$200
4	Polygraph	\$400
6	Administrative Costs (20% of total program costs)	\$53,500

- b. The line item description shall be defined as:

- (1) **Evaluation/Intake:** The intake process should be completed within the first 30 days of referral acceptance. The intake should include collecting Client demographic information, conducting comprehensive risk assessments (e.g., Static-99R, STABLE-2007, and clinical evaluations), reviewing criminal history, assessing the Client's willingness to participate, and gathering information on funding sources and fees. This process is essential for determining the Client's initial treatment plan. The cost should reflect personnel time for interviews, assessment administration, data entry, and administrative processing.
- (2) **Reassessment:** Reassessments occur periodically to evaluate changes in risk, treatment progress, and the need for adjustments in the treatment plan. While re-assessments are to take place on a quarterly basis, they may occur more frequently if necessary to address the demand of the Client's needs. The re-assessment cost should include follow-up assessments and adjustments to the treatment plan based on dynamic risk evaluations and or other relevant changes.
- (3) **Group Therapy:** The fee for group therapy or treatment sessions will be assessed on a per-person basis, not as a flat fee for the entire group. The individual Client's fee will be calculated according to the agreed-upon set rate and will

remain the same regardless of whether the payment is made by ACPD or the Client.

- (4) **Individual Therapy:** The Client's ability to pay the fees associated with treatment sessions will be determined by a financial evaluation conducted by the DPO. The Client's payment amount will be a percentage of the Client's income and may differ for each individual Client. The remaining cost will be paid to the Contractor by ACPD. This structure is designed to ensure that the Client's payment portion is in accordance with their financial ability to pay.
- (5) **Polygraph:** The total cost quoted shall encompass the polygraph session.
- (6) **Administrative Costs:** These costs equal up to 20% of the total program costs that may be included and will be reimbursed in proportion to monthly expenditures. These expenses will likely fluctuate each month based on activity. Examples of allowable expenses under Administrative Costs include, but are not limited to, audit, bookkeeping, Provider Portal requirements, report writing, and other administrative costs.

2. ACPD will pay the initial assessment fee for each referred Client.

3. Percentage-Based Fees

- a. Contractor has a set cost for services. The Client may be responsible to pay the subsequent sessions. The Client's ability to pay the fees associated with treatment sessions will be determined by a financial evaluation conducted by the DPO. The Client's payment amount will be a percentage of the client's income and may differ for each individual client. The remaining cost will be paid to the Contractor by ACPD. This structure is designed to ensure that Clients' payment portion is in accordance with their financial ability to pay.

4. Cancellation and Rescheduling

- a. If a Client reschedules an appointment at least 48 hours in advance, no cancellation fee shall be assessed, and no charge will be incurred. For cancellations or no-shows occurring less than 48 business hours before the scheduled session, the Contractor may charge a partial fee to the client, not exceeding \$50. If the DPO informs the Provider of a change in the Client's circumstances that affects their ability to attend a session, such as incarceration, hospitalization, or incapacitation, cancellation fees will no longer apply and no additional charges shall occur until the Client resumes sessions.

5. Group Session Fees

- a. For group therapy or treatment sessions, the fee will be assessed on a per-person basis, not as a flat fee for the entire group. The individual Client's fee will be calculated according to the agreed-upon set rate and will remain the same regardless of whether the payment is made by ACPD or the Client.

6. Invoicing and Payment

- 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).
- b. Invoices will be reviewed for accuracy and approval by the ACPD. Invoices must be submitted via the Finance Tool (link to be provided upon contract execution).
- c. The invoice must include the following:
 - (1) A signature and date;
 - (2) Service period within contract term;
 - (3) service type provided, units, and rates which must be consistent with, and comply with, the terms of the contract; and
 - (4) mathematically correct.
- d. Contractor must ensure cumulative payments do not exceed the contract maximums and or NTE amounts (in total, by line item, and or by category).
- e. Upon the County's request, Contractor shall immediately provide any supporting documentation requested by the County to verify invoices and budget costs (categories, line items, etc.).

7. Within thirty (30) days upon receipt and approval of invoice, County will use its reasonable efforts to make payment to Contractor.

8. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$550,000. This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors

9. No Supplanting of Funds: Contractor agrees that funds received under this Contract and supplies purchases using these funds will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Medical Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate Bodily Injury and Property Damage

D **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
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.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
1. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



Master Contract No. 902576
Procurement Contract No. 29103

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

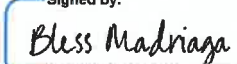
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending;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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

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

CONTRACTOR (COMPANY): Jerel Armstrong Psychologist Corporation (Armstrong PhD)

NAME/TITLE OF AUTHORIZED SIGNER: Bless Madriaga

SIGNATURE:  **DATE:** 7/2/2025



Master Contract No. 902576
Procurement Contract No. 29103

EXHIBIT E
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 (COMPANY): Jerel Armstrong Psychologist Corporation (Armstrong PhD)

NAME/TITLE OF AUTHORIZED SIGNER: Bless Madriaga

SIGNATURE: 

DATE: 7/2/2025



Exhibit F
Culture, Values & Guiding Principles Requirements

1. Individualized Client Support

- a. The Contractor(s) must understand that no two Participants are alike and the challenges each Participant and their families face are unique. As such, the Contractor(s) must use a flexible approach to providing services that ensure each Participant's individual needs are met.

2. Continuity of Services

- a. Individuals in the Realigned population tend to be served in multiple systems and may be connected to multiple service providers, as well as a Deputy Probation Officer (DPO) or other Supervisory authority who serves as the Client's ultimate Case Manager. To make the transition between systems as seamless as possible for Participants, Contractor(s) must be willing and able to collaborate across these service systems (e.g., with healthcare, MH, social services, housing providers, etc.) as well as with DPOs and others as needed.

3. Strength-Based, Culturally Competent Service Delivery

- a. Contractor(s) must ensure their services are strength-based and responsive to the Participant's gender identity, culture, and diversity. The Contractor(s) must be Responsive and have the competency and humility required to successfully serve Clients. This competency spans not just race, ethnicity, and language capacity but includes understanding and reflecting Clients' shared experience of incarceration, as well as the unique experiences of subgroups defined by gender, exposure to trauma (including Racial Trauma), immigration experience, MH status, substance use, socioeconomic status, and other factors.
- b. The Contractor(s) must make best efforts to be able to communicate effectively with individuals, including those who primarily speak languages other than English, i.e., Spanish, Vietnamese, Tagalog, Hmong, and/or sign language, and provide meaningful access for such individuals in its programs, activities, services, and operations. The Contractor(s) may partner with language interpreters to facilitate appropriate and timely connections to services.

4. Gender Responsive Services

- a. Factors such as developmental age, gender, culture, MH, cognitive abilities, motivation, and stability (e.g., housing) may influence an individual's ability to benefit from services. Contractor(s) must design activities in a way that creates an environment that is

responsive and affirming to all genders, including those who identify as gender non-conforming, trans, and/or non-binary.

5. Accessible Services

- a. Contractor(s) must make sure their services are accessible to all, including those with a disability, i.e. learning disability, intellectual disability, hearing/vision impairment, physical disability, developmental disability, etc.

6. Trauma-Informed Care (TIC)

- a. A trauma-informed system “uses principles of safety, trust, empowerment, choice, and collaboration to enhance engagement, build self-regulation and resilience skills, and avoid re-traumatization of criminal justice clients.”
- b. More likely than not, every Client Contractor(s) engages with has experienced trauma. Adults involved with the criminal justice system are disproportionately affected by trauma, with 90% to 99% percent of those incarcerated (both adolescents and adults) reporting histories of potentially traumatic events (PTEs), and more than 50% have experienced 4 or more childhood traumatic events, otherwise known as Adverse Child experiences (ACEs), compared with 12% of the general population.
- c. The occurrences of traumatic events are even greater for marginalized groups that are overrepresented in the justice system (e.g., African Americans; Native Americans; lesbian, gay, bisexual, transgender, and questioning populations) who also bear the weight of exposure to trauma associated with being part of a historically stigmatized, oppressed, and victimized group of people who are still experiencing the effects of experiences such as racism, discrimination, and prejudice.
- d. Furthermore, research shows individuals frequently experience new traumatic events as a result of their contact with the criminal justice system itself, and incarceration specifically. Exposure to PTE during incarceration—experiencing or witnessing physical or sexual victimization, solitary confinement, and harsh or coercive disciplinary practices—is significantly associated with post-release PTSD outcomes and an increased risk for recidivism.
- e. Contractor must also ensure there are systems in place to help address potential incidents of vicarious trauma experienced by their Staff as frontline professionals that work within the criminal legal system report elevated rates of PTSD, which is associated with an increased risk of health problems, impaired job performance, and turnover.

- f. The Contractor's program must incorporate the four key assumptions, identified by the Substance Abuse and Mental Health Service Administration (SAMHSA), that trauma-informed organizations apply:
- (1) **Realize:** Realize the widespread impact of trauma.
 - (2) **Recognize:** Recognize the signs and symptoms of trauma in clients, families, and Staff. To create a trauma-informed approach, all Staff must be involved and trained to accurately identify trauma responses and to implement practical trauma-informed skills.
 - (3) **Respond:** Respond by fully integrating knowledge about trauma into policies, procedures, and practices, and establish strategies to promote Staff resilience and wellness, i.e., debriefing protocol, Staff training, peer support, supervisor support, Staff forums, and opportunities for Staff recognition. The Contractor(s) should also consider identifying a team of Staff members who can support TIC efforts by maintaining the momentum and proper implementation of TIC within their program.
 - (4) **Seek:** Seek to resist re-traumatization.

7. **Substance Use Harm & Judgment Reduction Model**

- a. The Contractor(s) must use a variety of practical strategies and ideas aimed at reducing the negative consequences associated with drug use, which includes meeting people who use drugs "where they're at," and addressing conditions of use along with the use itself. ACPD considers the following principles central to a harm and judgment reduction practice:
- b. The use of motivational interviewing and other non-judgmental, non-coercive provision of services and resources for people who use drugs and the communities in which they live to assist them in reducing harm.
- c. Ensure people who use drugs and those with a history of drug use routinely have a real voice in the creation of programs and policies designed to serve them.
- d. Affirms people who use drugs (PWUD) themselves as the primary agents of reducing the harms of their drug use and seeks to empower PWUD to share information and support each other in strategies that meet their actual conditions of use.
- e. Recognizes that the realities of poverty, class, racism, social isolation, past trauma, sex-based discrimination, and other social inequalities affect both people's vulnerability to and capacity for effectively dealing with drug-related harm.

- f. Does not attempt to minimize or ignore the real and tragic harm and danger that can be associated with illicit drug use and requires all Staff to participate in opioid overdose prevention training, such as administration of Narcan/Naloxone.

8. Relationships are the Intervention

- a. Relationships must be core to the Contractors' business. Individuals are highly motivated by relationships, especially when Staff do the following: (1) Express care – show the Client that you like them and want the best for them; (2) Challenge growth – insist the Client try to continuously improve; (3) Provide support – help the Client complete tasks and achieve their goals; (4) Share power – hear the Client's voice and let them share in making decisions; and (5) Expand possibility – expand the Client's horizons and connect Clients to opportunities.
- b. The empathy and trust that develops between Staff and a Client can motivate Clients to change their lives. Unfortunately, too many services are structured around tightly defined functions or processes which can stop practitioners from building relationships and responding to the real issues faced by those they support. The Contractor(s) must build in the flexibility needed to address the Client's immediate needs and the time necessary to build a relationship of trust.

9. Evidence-Based Practices (EBPs)

- a. ACPD recognizes that EBPs are essential to improving the effectiveness of services and realizes that EBPs have not been developed for all populations and/or service settings. If an EBP exists for the population and type of challenges or disorders being addressed, the expectation is that EBP will be utilized. If one does not exist but there are evidence-informed and/or culturally promising practices that are appropriate or can be adapted, these interventions should be implemented.
- b. All Contractors must be aware of and, as Appropriate, utilize the principles of Evidence-Based Correctional Practices, established by the [Office of Justice Programs](#), which provide an outline for Best Practices in the field. Six fundamental principles of Evidence-Based Correctional Practice are widely accepted within the criminal legal system as

strategies to reduce future criminal behavior. The Contractor(s) may work with the Participant's supervising agency to incorporate these principles into their services.

c. **Risk-Need-Responsivity Framework (RNR)**

(1) The actuarial assessment of Participants—reliably and validly—is essential to match people returning from prisons, jails, and juvenile facilities with correctional interventions that fit their individual risks and dynamic needs. Most Clients have a COMPAS assessment conducted by their DPO or other law enforcement agency. The Contractor(s) must reach out to the Supervising agency to gain access and information about the Client's risk and needs assessment and incorporate that information into their service model.

(a) **Risk:** Risk refers to the probability an individual will commit an additional offense. The level of interventions each individual receives should be matched to that individual's risk of reoffending, based on static factors (e.g., age at first arrest, history of arrest, current age) and dynamic factors (e.g., substance abuse, antisocial attitudes). People at higher risk of reoffending should receive more intensive interventions.

(b) **Need:** Criminogenic need refers to factors that research has shown have a direct link to offending and can be changed. Each individual's criminogenic needs will be identified in their COMPAS assessment and their programming must be targeted to meet those needs. People at higher risk of reoffending should receive intensive treatment, while people at low risk of reoffending should receive minimal or no treatment.

(c) **Responsivity:** Maximize the individuals' ability to learn from a rehabilitative intervention by providing Cognitive Behavioral Interventions and tailoring the intervention to each individual's learning style, motivation, abilities, and strengths.

d. **Determine Dosage and Intensity of Services**

(1) Higher-risk Participants require significantly more structure and services than lower-risk Participants.

e. **Address the Participant's Greatest Dynamic Risk Factors**

(1) The greatest emphasis must be placed on addressing those needs that are most closely associated with criminal behavior. Certain Dynamic Risk Factors (such as substance use, attitudes, peers and Family, and employment status) have been

shown to be particularly important factors in predicting future Recidivism and may be viewed as primary targets for intervention.

f. Prioritize High Risk and Needs

- (1) Prioritize resources for Participants who are at higher risk to recidivate.

g. Enhance Intrinsic Motivation

- (1) Staff must be able to relate to Participants in interpersonally sensitive and constructive ways to enhance their intrinsic motivation. Research findings suggest that Motivational Interviewing and other Cognitive Behavioral communication techniques can effectively enhance the Participant's desire to initiate and maintain behavior changes.

h. Cognitive Behavior Programming and Coaching

- (1) Cognitive Behavioral interventions have been shown effective with both adult and juvenile populations. These strategies are focused on changing the individual's thinking patterns to change future behavior. The most effective interventions provide opportunities for individuals to practice new behavior patterns and skills with feedback from Staff. Contractors must infuse Cognitive Behavioral Interventions into their program.

11. Restorative Practices

- a. The Contractor(s) must utilize restorative practices. Restorative practices are processes that proactively build healthy relationships and a sense of community to prevent and address conflict and wrongdoing while respecting the dignity and equality of each person. Implementing restorative practices builds understanding and promotes social harmony through healing; provides an opportunity for participants to obtain reparation and feel safer; and allows those who have committed wrongdoing to gain insight into the causes and effects of their behavior and to take responsibility in a meaningful way.
- b. ACPD believes mistakes and setbacks can be a natural part of the reentry process. ACPD understands that within a restorative framework, Contractor(s) may temporarily suspend access to services for a Participant whose attitudes or behavior is unfit or unsafe. However, the Contractor(s) must use a timely restorative process to re-engage Participants safely and efficiently to allow them to regain access to services. The goal is to hold Participants accountable while allowing them the opportunity to reconnect to services.

12. Compliance with Laws & Regulations

- a. The Contractor(s) must comply with all relevant laws and regulations in the performance of work in furtherance of the Contract established pursuant to this procurement.



EXHIBIT G

**ALAMEDA COUNTY PROBATION DEPARTMENT
REALIGNMENT/RE-ENTRY MEETING SCHEDULE**

Below is a list of ongoing meetings. Contact names and locations are listed for the workgroups. All meeting dates are subject to change. Please see the ACPD's [website](#) for updated meeting dates/times. Notice will be given according to the [Brown Act](#).

REALIGNMENT AND RE-ENTRY MEETINGS	DAY, TIME AND LOCATION
Community Advisory Board (CAB) Vincent Garrett, Chair Contact: Vincent Garrett, vgarrett@peralta.edu	1 st Tuesday of the month from 6:15 pm - 8:15 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Joint Community Corrections Partnership (CCP) & Community Corrections Partnership Executive Committee (CCPEC) CPO Brian Ford, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	3 rd Monday of January, May, September and November from 1:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Community Corrections Partnership Executive Committee (CCPEC) CPO Brian Ford, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	3 rd Monday of March and July from 1:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Fiscal and Procurement Workgroup CPO Brian Ford, Chair District Attorney, Co-Chair Contact: Janene Grigsby, jagrigsby@acgov.org	1 st Tuesday of February, March, April, May, June, August, November and December from 3:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Process and Evaluation Workgroup PD Brendon Woods, Chair Brendon.Woods@acgov.org Contact: Rodney Brooks, Rodney.Brooks2@acgov.org	1 st Wednesday of the month from 10:00 am to noon 1401 Lakeside Drive 4 th Floor, Room 400, Oakland
Programs and Services Workgroup Janene Grigsby, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	4 th Thursday of January, July, September and October from 10:00 am to noon 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
CCP Subcommittee (Generational Health & Generational Wealth) Meetings Contact: Janene Grigsby, jagrigsby@acgov.org	TBD

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 7/3/2025, is by and between the County of Alameda, hereinafter referred to as the "County", and The Counseling And Psychotherapy Center Of Greater Boston, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to sex offender management treatment program services which are more fully described in Exhibit A hereto ("Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide Sex Offender Management Treatment Program Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	The Iran Contracting Act (ICA) of 2010
Exhibit F	Culture, Values & Guiding Principles Requirements
Exhibit G	Realignment/Re-entry Meeting Schedule

The term of this Agreement shall be from August 1, 2025 through July 31, 2026.

The compensation payable to Contractor hereunder shall not exceed the pooled amount of five hundred and fifty thousand dollars (\$550,000) for all pool contracts for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County

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

COUNTY OF ALAMEDA

THE COUNSELING AND PSYCHOTHERAPY
CENTER OF GREATER BOSTON, INC.

By: David G. Haubert
Signature

Name: DAVID G. HAUBERT
(Printed)

Title: President of the Board of Supervisors

Date: 7/30/25

Signed by:
By: Kellie McNamara
Signature

Name: Kellie McNamara
(Printed)

Title: President, COO

Date: 7/3/2025

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

Signed by:
By: K. Joon Oh
K. Joon Oh, Deputy County Counsel

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



GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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 Boards 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 in any way connected with the performance of this agreement (collectively

"Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

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

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
1111 Jackson Street, 7th Floor
Oakland, CA 94607
Attn: Loretta Chan, Probation Specialist

To Contractor: The Counseling And Psychotherapy Center Of Greater Boston, Inc.
610 16th St., Suite 215
Oakland, CA 94612
Attn: Kellie McNamara

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 Education & Career Technical Training Support Services shall not exceed \$550,000 pool payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

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

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

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

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 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 Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

- 34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. **EXTENSION:** This agreement may be extended for up to four additional years for a total of five 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

SERVICES

I. GLOSSARY

TERM	DEFINITION
ACPD	Alameda County Probation Department
Agreement	This contract.
Best Practice	A procedure proven by research and experience to produce optimal results is established or proposed as a standard suitable for widespread adoption.
Center of Reentry Excellence (CORE)	The CORE is Alameda County Probation Department's welcoming, one-stop reentry resource center where Clients can drop-in to obtain recommendations and connections to various Service Providers, get assistance with barrier removal, and participate in informative workshops and community events. The CORE also serves as a secure hub where Service Providers can co-locate, directly engage with Clients, and contribute to ACPD's endeavors in community outreach, building relations and fostering engagement.
Client	A Client is a person who is Realignment eligible.
Client-Centered Approach	A client-centered approach is a methodology that places the client or service recipient at the forefront of all decision-making and processes. It is characterized by a deep commitment to understanding and addressing the unique needs, preferences, goals, and values of the client, with the ultimate aim of providing the highest quality of care and support.
Cognitive Behavioral Intervention (CBI)	Various models of Cognitive Behavioral Intervention are evidence-based and proven to have positive results when working with justice-involved populations. All CBI models provide a process by which individuals examine the interaction between their thoughts, feelings, and responses to cultivate patterns that lead to more productive outcomes.
COMPAS	The Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) is a research-based assessment tool used within the criminal justice system to evaluate an individual's risk for reoffending. COMPAS assists in guiding the Supervising Agency through case planning and determining effective supervision and treatment by assigning values to factors, such as substance misuse history, to assess risk levels.

Contractor	The Counseling and Psychotherapy Center <u>Of Greater Boston</u> , Inc.
County	The County of Alameda
Data Metrics	Data metrics are quantitative measures used to assess and evaluate various aspects of data. These metrics provide insights into the quality, performance, and characteristics of data, enabling ACPD to make informed decisions, track progress, and ensure data-related goals are met.
DPO	Deputy Probation Officer or Probation Officer
Enterprise Supervision™ (Formerly Tyler Supervision)	A web-based data management system that allows DPOs to coordinate, communicate, record, and track each step of a Client's Supervision process. It assists with Client management (referrals, Program participation, court appointments, etc.), tracks communication with Clients and providers, and allows data and performance to be tracked. Enterprise Supervision™ is ACPD's current Provider Portal.
FTE (Full Time Equivalent)	A full-time equivalent (FTE) is a unit of measurement used to figure out the number of full-time hours worked by all employees in a business. For example, if your business considers 40 hours to be a full-time workweek, then an employee working 40 hours per week would have an FTE of 1.0. Any Staff member paid through this Contract is expected to dedicate the number of FTE hours given to working under the Contract.
Indirect Cost	The costs of doing business that are not readily identified in the budget of this Contract but are necessary for the general operation of the organization and the activities it performs.
Justice-Impacted	Justice-Impacted refers to anyone who has first-hand experience in the criminal justice system due to being convicted or incarcerated, including individuals who have been under formal or court supervision.
Lived Experience	Lived Experience refers to having first-hand experience, instead of, or in addition to, formal education or training around an issue or condition.
Participant	An individual enrolled in or participating in sex offender treatment.
Program Completion	Program Completion refers to the completion of sex offender treatment as determined by the Provider.

Provider Portal	The web-based computer application that allows Service Providers to record and track each step of a Client's process. The Provider Portal also assists with Client management (referrals, Program participation, exits), allows the Contractor(s) to communicate with the Client's probation officer, and allows Program data to be pulled and Program outcomes to be tracked. Although Enterprise Supervision is the current Provider Portal being used, ACPD has the right to require the Contractor(s) to utilize a different data management Program in addition to or instead of the current Provider Portal at any time during the term of the Contract. When "Provider Portal" is used in this document, it refers to whatever data management system ACPD is requiring Contractor(s) to use.
Realignment/AB 109	Assembly Bill (AB) 109, the California Public Safety Realignment Act of 2011 as modified by AB 117. See the "Background" section.
Recidivism	Recidivism is defined by the Board of State and Community Corrections (BSCC) as a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on Supervision for a previous criminal conviction.
Reentry	Reentry refers to all people living in Alameda County who have had contact with the criminal justice system. When not capitalized, the word refers to the action or process of re-entering something.
SARATSO	State-Authorized Risk Assessment Tool for Sex Offenders
SOU	Sex Offender Unit consists of Alameda County supervising Deputy Probation Officers and or their respective Unit Supervisors and Directors.
Staff	Individuals working directly for or under the Supervision of the Contractor, including employees, agents, subcontractors, interns, volunteers, and all others.

SB 1473	<p>Senate Bill (SB) 1473 Current law establishes a State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO) and requires every registered sex offender to be assessed with the SARATSO, as specified. Current law requires a sex offender management professional to provide a person's score on the SARATSO to that person's parole agent or probation officer. Current law also requires the person's parole agent or probation officer to send the person's SARATSO score to the Department of Justice within 5 working days of the assessment.</p> <p>Starting January 1, 2025, the bill requires the sex offender management professional to send the person's SARATSO score to the Department of Justice within 30 days of the assessment, as specified.</p>
STATIC-99R	<p>The STATIC-99R is a structured risk assessment tool used to evaluate the risk of reoffending in adult male sex offenders. It is a static tool, meaning it relies on historical, unchangeable factors (such as age, criminal history, and past offenses) rather than dynamic factors (such as current behavior or psychological state). The STATIC-99R provides a numerical score based on the presence or absence of certain risk factors, which helps to predict the likelihood of future sexual offenses.</p>
Supervision	<p>Supervision encompasses various levels of oversight and support provided to individuals in the justice system to ensure compliance with legal requirements, foster rehabilitation, and promote community safety. Supervision for this Program encompasses Post-Release Community Supervision (PRCS), Penal Code 1170(h)- eligible supervision, formal probation, pre-trial status supervision, and specialty court supervision.</p>
Trauma-Informed or Trauma Informed Care	<p>Trauma-Informed care is an approach to providing services and support that recognizes the widespread impact of trauma on individuals and seeks to create an environment that promotes safety, trust, collaboration, and empowerment. Trauma-informed care involves taking a holistic approach to individuals, taking into account their prior traumatic experiences and the ways they have coped with them, in order to comprehend their actions and collaborate effectively with each Client. By adopting a Trauma-Informed approach, service providers aim to create an atmosphere that promotes healing and recovery, rather than further harm or re-traumatization.</p>

Warm Handoff	A Warm Handoff is a referral approach in which a provider uses face-to-face or, at a minimum, telephone contact to directly link individuals to other providers, resources, or specialists, if possible, in the presence of the Client.
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II. DEFINITION OF SERVICES

- A. Contractor shall provide Sex Offender Management Treatment Program Services with the requirements set on this Exhibit A.
- B. This Exhibit A has been drafted to include the requirements contained in the Request for Qualification (RFQ) No. 902576, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ 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 RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- C. The RFQ and Response, which are incorporated into this Agreement by this reference, 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.
- D. The Contractor shall be fully responsible for the performance of all obligations under this Agreement, including but not limited to the work performed by any subcontractors. The Contractor agrees to ensure that all subcontractors meet the requirements of this Agreement and comply with all applicable terms, conditions, and performance standards. In the event that a subcontractor fails to perform in accordance with the Agreement, the Contractor shall be liable for any resulting delays or non-compliance and shall take all necessary steps to correct such performance issues at no additional cost to the County. The Contractor shall maintain oversight and control over subcontractor performance and be solely responsible for any actions or omissions of its subcontractors.
- E. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Malli Battar	Clinician, Clinical Sup	866-411-0863	Malliga.b@cpcamerica.com
Jaime Alvarez	Clinician	866-411-0863	Jaime.a@cpcamerica.com

Stephanie Bruno	Program Director	510-881-3323	Stephanie.b@cpcamerica.com
Kellie McNamara	President, COO	213-725-6072	Kellie.m@cpcamerica.com

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

III. PROGRAM CAPACITY

A. Program Participants

Contractor must serve all adult Realignment-eligible individuals. Realignment eligibility may be changed by ACPD at any time. Contractor shall work with ACPD to revise services to accommodate any such changes. At the time of the execution of this Agreement, the following categories of individuals under Supervision are eligible for AB109-funded services:

1. **Post-Release Community Supervision (PRCS):** Individuals released from prison for non-serious and non-violent offenses who are not classified as high-risk sex offenders.
2. **Penal Code 1170 (h) Eligible:** Individuals charged and under Supervision with an 1170(h)-eligible offense, including:
 - a. Individuals sentenced to local prison and placed on Mandatory Supervision, and
 - b. Individuals granted deferred entry of judgment in lieu of an AB-109 eligible offense.
3. **Formal Probation:** Individuals on formal probation.
4. **Pre-trial Status:** Individuals who are part of the County's Pre-Trial Program.

5. **Specialty Court:** Participants in specialty courts with a felony conviction.

B. **Inclusion of All Clients**

Participation in this program is open to all Clients, irrespective of their gender identity, immigration status, psychiatric diagnosis, educational history, or other challenges, including substance abuse, cognitive impairment, and physical and/or mobility disabilities. The focus of this Program must not be on seeking the "ideal" Client but instead on understanding each Client's abilities, preferences, and aspirations in order to match them with education and career technical training opportunities that best align with their skill set and interests.

C. **Geographic Access & Availability of Services**

1. Contractor's services must be readily accessible to all Realignment-eligible Clients regardless of where in the County they reside. The Contractor will work out of their offices at the following address:
 - a. 610 16th St. Suite 215,
Oakland, 95612
 - b. 225 W WINTON AVE STE 110
HAYWARD, CA 94544-1216
2. Days and Hours of Operation: The Contractor is required to provide services to Clients during standard business hours. Standard business hours must provide for services to be available for a minimum of 5 days and 40 hours per week. Standard business hours are typically Monday through Friday from 8 a.m. to 5 p.m. but may vary and can include evenings and weekends.
3. Standard business hours will be agreed upon during contract negotiations and are subject to adjustment by ACPD as needed throughout the contract term. Contractor may suggest modifications to their standard business hours.
 - a. Holidays: ACPD will provide Contractor with a list of holidays. Contractor(s) is not obligated to provide services on [Alameda County Holidays](#).
 - b. Changes to Geographic Access and Availability Require ACPD Approval

Changes to the Contractor's days and hours of operation and holidays observed must be pre-approved, in writing, by Appropriate ACPD Staff. Written approval from ACPD must be received before any changes are made.

If Contractor needs to change the location where they are providing services, the Contractor must receive written approval from Appropriate ACPD Staff before any changes are made. ACPD must receive a minimum of 90 days advance notice of the Contractor's desire to relocate to a new address. The responsibility for timely notification solely rests with the Contractor, ensuring that ACPD can update its records for ongoing monitoring and collaboration purposes.

IV. SPECIFIC PROGRAM REQUIREMENTS

- A. Contractors must provide sex offender management treatment program services in accordance with the CASOMB approved *Containment Model*.
 - 1. The Containment Model is comprised of three required components: a supervising (e.g., probation or parole) officer, a sex offender treatment provider, and a polygraph examiner. This approach centers on the needs and safety of victims.
 - 2. The *Containment Model* operates through multi-agency collaboration, explicit policies, and consistent practices that combine case evaluation, risk assessment, sex offender treatment, and intensive community surveillance, all aimed to maximize public safety. The *Containment Model* consists of the following key aspects:
 - a. A philosophy that emphasizes victim protection, public safety, and reparation for victims as the paramount objectives of sex offender management.
 - b. Implementation strategies that depend on agency coordination and multidisciplinary partnerships.
 - c. A containment-focused case management and risk control approach that is individualized based on each offender's characteristics.
 - d. Consistent multi-agency policies and protocols.
 - e. Quality control mechanisms, including program monitoring and evaluation.
- B. The diversity of sex offender and treatment services clearly indicate that approaches to treatment should vary; a "one size fits all" approach simply does not work. A

comprehensive assessment process aligned with the latest local and statewide legislation and treatment modalities, should address the varied motivations, predisposing factors, offense pathways, and specific intervention needs of each individual.

- C. Treatment should address the underlying factors believed to contribute to an individual's offending behavior and their risk of reoffending. Outcomes are maximized and recidivism is reduced when offenders are matched to interventions based on their risk, needs, and other relevant factors. Additionally, sex offenders often face a range of criminogenic needs that must be considered when designing treatment interventions. These include:
 - 1. Sexual Interest Domain:
 - a. Sexual preference for children
 - b. Sexualized violence
 - c. Sexualized preoccupation
 - 2. Relational Style Domain:
 - a. Emotional congruence with children
 - b. Lack of emotionally intimate relationship with an adult
 - c. Callousness and grievance thinking
 - 3. Self-management Domain
 - a. Lifestyle impulsiveness
 - b. Dysfunctional coping
- D. Assessments must aid in justification for service intensity and duration. For example, intensive treatment has a better impact on higher-risk offenders than it does on lower-risk offenders. ACPD completes the [Static-99R](#) assessment and makes referrals to treatment programs as appropriate. The Static-99R assesses male offenders presentencing and prior to release from prison. The Static-99R is based on static (unchanging) risk factors, which predict the potential for sexual re-offending, such as age at release from custody on the sex offense, number of certain types of prior convictions, and victim characteristics.
- E. Contractors must offer all services to non-English-speaking clients.
- F. Psychological evaluations should be conducted in person, unless prohibited by local regulations, or there are extraordinary circumstances. Mode of evaluation must be

documented in the report, as well as subsequent live client signatures on the report, where applicable.

- G. Contractors should provide therapeutic counseling to clients in-person, unless one of the following [CASOMB Telehealth Guidelines](https://casomb.org/pdf/Telehealth_and_Language_Barriers_Guidelines_12_2020.pdf) (https://casomb.org/pdf/Telehealth_and_Language_Barriers_Guidelines_12_2020.pdf) applies:
1. There are no local CASOMB-certified providers available within a reasonable distance (i.e., rural areas).
 2. Commuting to treatment is significantly challenging or creates an undue hardship for the client (e.g., lack of transportation, excessively long commutes, commutes that interfere with employment).
 3. The client is homebound or has medical issues that prevent in-person attendance and they continue to pose a risk to the community.
 4. Local providers do not offer services in the client's language and a treatment provider in another county does.
 5. Following county medical guidelines during exceptional circumstances.
- H. The DPO must pre-approve any non in-person treatment services.
- I. If telehealth is utilized, the reason for its utilization must be documented in the Provider Portal, as well as the monthly reporting, and the Contractor should collect an electronic signature or other electronic verification that the client attended a virtual session.
- J. Contractor must conduct a Child Contact Assessment (CCA) as needed or upon request to determine whether it is safe for the individual to have contact with their own children and/or with other children, excluding the victim.
- K. Contractor must offer an approved Supervisor/Chaperone Training Component for potential chaperones to learn, process, and internalize information about offender characteristics, risk, and behaviors.
- L. Contractor must participate in monthly case conferencing with the ACPD SOU and the Containment Model Team. All conference parties' schedules are to be considered to set conference date, time, and location to best maximize collaborative engagement on behalf of the Client.
- M. Contractor must inform DPOs within 24 business hours should the client fail to participate in a treatment session.
- N. **Certification Requirements**

1. Contractor must maintain their CASOMB certification throughout the contract term.
2. To ensure adherence to evidence-based practices and uphold standards of care, all therapists providing treatment to sex offenders must be in compliance with the [CASOMB Treatment Providers Certification Requirements \(https://casomb.org/docs/Treatment_Provider_Certification_Requirements_Manual_-_Revised_2022-09.pdf\)](https://casomb.org/docs/Treatment_Provider_Certification_Requirements_Manual_-_Revised_2022-09.pdf) at the appropriate level (Independent, Associate, or Student Provider).
3. CASOMB offers certification at three levels:
 - a. Independent Provider: Licensed mental health professionals with substantial experience and training in sex offender treatment.
 - b. Associate Provider: Professionals who are licensed or in the process of obtaining licensure, possessing relevant education and some experience in the field.
 - c. Student Provider: Individuals enrolled in a graduate program leading to a mental health license, participating in formal practicum or internship placements at CASOMB-certified agencies.
- O. Contractor must notify ACPD within three (3) business days if their CASOMB certification expires. Failure to notify will be considered a violation of the terms outlined in this RFP.
- P. Staff must complete the California Department of Justice [NexTest](#), which is used for [Criminal Justice Information Services \(CJIS\)](#) training and certification, to obtain access to Enterprise and other Criminal Offender Record Information (CORI) information provided by ACPD.

V. ADMINISTRATIVE REQUIREMENTS

A. Separate Administrative & Fiscal Management

1. Contractor must keep the administrative and fiscal activities of the contracted Program separate and distinct from all other activities and deliverables.

B. Acknowledge Funding

1. Contractor is responsible for ensuring all communications, including but not limited to representations, presentations, advertisements (both verbal and written), written documents, publications, and electronic media generated using funds from this Agreement, or related to an AB109-funded project, or the Realignment-eligible population served by this Agreement, incorporate a funding acknowledgment statement.

2. The following statement and logo must be included for reference in all written materials, publications, and electronic media:

"This work is funded by AB 109 and supported by the Alameda County Probation Department [Master Contract No. 902576]."

3. The full name of the Alameda County Probation Department, with no abbreviations, must be used. Any written materials, publications, or electronic media featuring this funding statement and logo require prior written approval from ACPD before mass production and distribution.

C. Referral Process

1. Contractor will receive referrals from ACPD.
2. DPOs will refer clients who have been court-ordered, assessed, and meet eligibility requirements for sex-offender management and treatment program services
3. Once received, Contractor must ensure that these referrals are documented in the Provider Portal.
 - a. Acknowledgment of referrals must be completed within 48 business hours of when the referral was initiated. Contractor must submit written notification to the referring DPO (or assigned ACPD Staff) to confirm the receipt of the referrals.

D. Attendance Requirements

1. Attendance Documentation
 - a. Clients must sign the attendance sheet in person or provide a virtual signature for each attendance session, regardless of whether the session is conducted in-person or virtually, to confirm their participation. The attendance roster is to be submitted to ACPD with monthly billing.
2. Group Session
 - a. [According to CASOMB Guidelines \(CASOMB Program Requirements Jan2014.pdf\)](#): Therapy groups should consist of no more than nine participants. For groups with five to nine clients, each session must last at least 90 minutes. If a group has four or fewer clients, sessions can be a minimum of 60 minutes. Groups designed for individuals with low cognitive functioning or chronic mental health issues should be limited to six participants, with sessions potentially as short as 60 minutes if clinically indicated.

3. Participant Release/Consent Information

- a. Contractor shall obtain a Release of Information (ROI) from each Client to collect Client-level data, including Personal Identifying Information (PII), and share this data with ACPD and other providers. If a Client refuses to sign a release, the Contractor must report the refusal to ACPD within 48 hours via the Provider Portal and through an email notification sent to the DPO. ACPD will not reimburse the Contractor for services rendered to Clients without a valid ROI.

VI. STAFFING REQUIREMENTS

A. Program Staff

1. Contractor must ensure that their proposed Staff are trained and equipped to assist Clients with sex offender treatment services outlined in this Agreement.
2. Staff must have the necessary credentials, qualifications, and representation to deliver services effectively.
3. Staff must adhere to all national and regional Best Practice standards for service delivery, communication, and engagement with Clients, as outlined in the [General Requirements: Culture, Values, and Guiding Principles section in Exhibit F.](#)
4. Contractor must promptly inform ACPD of any changes in Staff within 24 business hours of the change; the specific ACPD Staff members to receive notice will be designated during the Program Kickoff.

B. Staff Background Checks

1. Contractor shall ensure background checks are completed on all employees, subcontractors, volunteers, and consultants who have regular contact and/or unsupervised private contact with adults served by the organization. Contractor must include in background checks verification of educational credentials, training(s), employment experience, and driving records (for those who will transport participants). Required background checks must include the following: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law. Contractor must be prepared, periodically throughout the contract term, to verify with ACPD the completion of background checks on all Staff.

C. Job Descriptions

1. Contractor must maintain up-to-date job descriptions on file with ACPD for all Staff whose salaries, wages, and benefits are funded through this Agreement. These job descriptions must outline the minimum qualifications required for the services to be performed and must be submitted to ACPD for pre-approval.

VII. DELIVERABLES / REPORTS

A. Data Collection & Maintenance

1. Contractor must promptly furnish ACPD with the data metrics under sub-section (2). Upon request by ACPD, Contractor shall also furnish additional/other data and metrics not listed under sub-section (2). Contractor must maintain a comprehensive record of Program progress by submitting monthly, quarterly, and term-end reports using the format and timeline determined by ACPD. Contractor must also provide written notification regarding the outcome of the services provided (successful/unsuccessful) to Client's DPO.
2. At a minimum, the Contractor must collect, track, record, and report on the following data:
 - a. Demographic Data
 - b. Client's Name
 - c. Probation case number (if applicable) or another personal identifier
 - d. Date of Birth
 - e. Location/Address
 - f. Contact information (e.g., mail, phone number, etc.)
 - g. Client's descriptive information (e.g., gender, ethnicity, age, etc.)

VIII. PERFORMANCE-BASED EVALUATIONS

- A. This will be a performance-based Agreement with metrics that will help measure Contractor's effectiveness in achieving the Program goals. How much was done and are Clients better off as a result of the services provided are questions that will guide the evaluation.
- B. Performance standards provide an estimated minimum level of expected performance and the performance goals reflect the desired outcomes.

- C. All performance measures, except those with an asterisk, are required to process invoices, and must be shared with ACPD monthly, along with the Contractor's monthly report.
- D. The Contractor must regularly monitor and evaluate these metrics to make informed decisions and improvements in the Program as needed.
 - 1. 100% of clients must receive an evaluation/intake within 30 days of program referral.
 - 2. 100% of clients with a contact sex offense must have a State required assessment(s) within 30 days of program referral.
 - 3. 100% of clients must have an initial case conference within 45 days of program referral.
 - 4. 100% of clients must have treatment plans that are driven by a psychosocial assessment completed within 45 days that identifies dynamic and sexual criminogenic needs and should include the client's input to create SMART objectives
 - 5. 100% of treatment sessions must be aligned with the identified needs from the assessment.
 - 6. 75% of clients must complete their treatment goals as outlined in their treatment plan.

IX. REPORTING REQUIREMENTS

- A. Information regarding the designated ACPD Staff to whom the Contractor must report to will be provided at the Program Kickoff. ACPD retains the authority to modify the recipient of the requested information and the manner of delivery, as necessary. While the frequency of data reporting by Contractor may be determined during negotiations or disclosed during the Program Kickoff meeting, the Contractor must provide the following data and information within the specified timeframes:
 - 1. **Adverse Events**
 - a. Contractor must submit written reports on adverse events, such as disciplinary actions and unplanned Program discharges, within 24 hours of the event. While Contractor may inform ACPD of the event by phone, the official report must be provided in writing through both the Provider Portal and a separate email to the DPO or other supervising agency's contact.

2. **Changes in Staff**

- a. Contractor must notify ACPD within 24 business hours of any changes in Staff, including Staff terminations.

3. **Provider Portal**

- a. **Referrals:** The Provider Portal and/or any other online data systems specified by ACPD must be utilized by Contractor to confirm receipt of referrals made and all referral status updates for each Client. Acknowledgment of referrals must be completed within 48 business hours of when the referral was initiated. Contractor must submit written notification to the referring DPO, to confirm the receipt of the referrals.
- b. **Communication with the Client's Supervising Agency:** Written notifications concerning the referrals received must adhere to the following timeline:
 - (1) Within 48 business hours of receiving the referral, notify the DPO of the referral status and/or services.
 - (2) Within 72 business hours, notify the Client's assigned DPO if they have not been able to contact the Client on the phone or by email.
 - (3) Within one month of receiving a referral, Contractor must provide a status update on each client, documenting services rendered and other relevant details, to the Provider Portal.
 - (4) While the Client is actively enrolled in the Program, Contractor must maintain regular communication with the Client's assigned DPO and/or ACPD Staff. This includes sharing updates on service outcomes, client engagement, milestones achieved, challenges encountered, and any changes in status, such as program completion (successful or unsuccessful), exit, or discharge.
- c. **Client Data:** To prevent data loss, Client data must be uploaded into the Provider Portal and/or any other online data systems specified by ACPD within 72 business hours of service delivery. Data must be reported by Client and date.

- d. **Performance Metrics:** Data reporting through the Provider Portal and/or any other online data systems specified by ACPD must be accomplished within 72 business hours of service delivery to prevent data loss.
4. Per SB 1473, Contractor shall send the Client's State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO) score to the Department of Justice within 30 days of the assessment, as specified.
5. Contractors must maintain routine phone and/or email contact with the ACPD Sex Offender Unit (SOU) staff no less than once a month. The primary point of written communications shall transpire through the Provider Portal.
6. **Annual Narrative Report**
 - a. Annually, as part of the January 15th quarterly progress report, Contractor is required to provide a reflection on the work done and impact made over the months leading up to year-end delivery of services, recommendations for improving service access and utilization, as well as engagement efforts made to support Clients' success in the Program.
7. **Final Activity Report**
 - a. No later than thirty (30) days following the expiration or termination of this Agreement, whichever comes first, Contractor shall furnish ACPD with a comprehensive written Final Activity Report. This report will include, but not be limited to, an evaluation of the quantity, quality, and impact of the work carried out in delivering services under this Agreement.
 - b. Final Activity Report must be submitted prior to processing the last invoice. Any delay in submission will delay the reimbursement of the last invoice.
8. **Presentations at the County's CCP & Realignment/Reentry Meetings**
 - a. At ACPD's request, Contractor must attend the County's Realignment/reentry meetings, the Community Corrections Partnership Subcommittee meetings and other meetings as requested. Their attendance is essential for reporting on Program-related matters such as data, achievements, challenges, or any other topics as requested by ACPD.

9. **Non-Realignment Funded Services**

- a. Within sixty (60) days of Agreement execution, Contractor must submit a detailed list of all services available to Clients after they transition off Supervision and no longer qualify for AB109-funded services. At a minimum, this list must include the type of service provided, eligibility criteria, and the expected duration of services. Any changes to the services offered must be communicated in writing to the SOU within fourteen (14) days of the modification.

10. **Program Policies & Procedures**

- a. Within twenty (20) days of Agreement execution, and before the commencement of services, the Contractor must furnish ACPD with copies of the following documents:
 - (1) A written alcohol and drug use policy.



EXHIBIT B
PAYMENT TERMS

1. Budget Overview

- a. Contractor shall use all payments solely in support of the program budget, set forth in the table below.

Item No.	Line Item Description	Flat Fee Rate per Services
1	Evaluation/Intake	\$450
2	Reassessment	\$150
2	Group Therapy	\$56
3	Individual Therapy	\$129
4	Polygraph	\$495
6	Administrative Costs (20% of total program costs)	\$36,280

- b. The line item description shall be defined as:

- (1) **Evaluation/Intake:** The intake process should be completed within the first 30 days of referral acceptance. The intake should include collecting Client demographic information, conducting comprehensive risk assessments (e.g., Static-99R, STABLE-2007, and clinical evaluations), reviewing criminal history, assessing the Client's willingness to participate, and gathering information on funding sources and fees. This process is essential for determining the Client's initial treatment plan. The cost should reflect personnel time for interviews, assessment administration, data entry, and administrative processing.
- (2) **Reassessment:** Reassessments occur periodically to evaluate changes in risk, treatment progress, and the need for adjustments in the treatment plan. While re-assessments are to take place on a quarterly basis, they may occur more frequently if necessary to address the demand of the Client's needs. The re-assessment cost should include follow-up assessments and adjustments to the treatment plan based on dynamic risk evaluations and or other relevant changes.
- (3) **Group Therapy:** The fee for group therapy or treatment sessions will be assessed on a per-person basis, not as a flat fee for the entire group. The individual Client's fee will be calculated according to the agreed-upon set rate and will

remain the same regardless of whether the payment is made by ACPD or the Client.

- (4) **Individual Therapy:** The Client's ability to pay the fees associated with treatment sessions will be determined by a financial evaluation conducted by the DPO. The Client's payment amount will be a percentage of the Client's income and may differ for each individual Client. The remaining cost will be paid to the Contractor by ACPD. This structure is designed to ensure that the Client's payment portion is in accordance with their financial ability to pay.
- (5) **Polygraph:** The total cost quoted shall encompass the polygraph session.
- (6) **Administrative Costs:** These costs equal up to 20% of the total program costs that may be included and will be reimbursed in proportion to monthly expenditures. These expenses will likely fluctuate each month based on activity. Examples of allowable expenses under Administrative Costs include, but are not limited to, audit, bookkeeping, Provider Portal requirements, report writing, and other administrative costs.

2. ACPD will pay the initial assessment fee for each referred Client.

3. Percentage-Based Fees

- a. Contractor has a set cost for services. The Client may be responsible to pay the subsequent sessions. The Client's ability to pay the fees associated with treatment sessions will be determined by a financial evaluation conducted by the DPO. The Client's payment amount will be a percentage of the client's income and may differ for each individual client. The remaining cost will be paid to the Contractor by ACPD. This structure is designed to ensure that Clients' payment portion is in accordance with their financial ability to pay.

4. Cancellation and Rescheduling

- a. If a Client reschedules an appointment at least 48 hours in advance, no cancellation fee shall be assessed, and no charge will be incurred. For cancellations or no-shows occurring less than 48 business hours before the scheduled session, the Contractor may charge a partial fee to the client, not exceeding \$50. If the DPO informs the Provider of a change in the Client's circumstances that affects their ability to attend a session, such as incarceration, hospitalization, or incapacitation, cancellation fees will no longer apply and no additional charges shall occur until the Client resumes sessions.

5. Group Session Fees

- a. For group therapy or treatment sessions, the fee will be assessed on a per-person basis, not as a flat fee for the entire group. The individual Client's fee will be calculated according to the agreed-upon set rate and will remain the same regardless of whether the payment is made by ACPD or the Client.

6. Invoicing and Payment

- 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).
- b. Invoices will be reviewed for accuracy and approval by the ACPD. Invoices must be submitted via the Finance Tool (link to be provided upon contract execution).
- c. The invoice must include the following:
 - (1) A signature and date;
 - (2) Service period within contract term;
 - (3) service type provided, units, and rates which must be consistent with, and comply with, the terms of the contract; and
 - (4) mathematically correct.
- d. Contractor must ensure cumulative payments do not exceed the contract maximums and or NTE amounts (in total, by line item, and or by category).
- e. Upon the County's request, Contractor shall immediately provide any supporting documentation requested by the County to verify invoices and budget costs (categories, line items, etc.).

7. Within thirty (30) days upon receipt and approval of invoice, County will use its reasonable efforts to make payment to Contractor.

8. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$550,000. This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors

9. No Supplanting of Funds: Contractor agrees that funds received under this Contract and supplies purchases using these funds will not be used to supplant expenditures from other contracts or programs.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Medical Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate Bodily Injury and Property Damage

D **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
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.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
1. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



Master Contract No. 902576
Procurement Contract No. 29101

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

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

CONTRACTOR (COMPANY): The Counseling and Psychotherapy Center, Inc.

NAME/TITLE OF AUTHORIZED SIGNER: Kellie McNamara

SIGNATURE: Signed by:
Kellie McNamara
3FC5607070D3459 **DATE:** 7/3/2025



EXHIBIT E
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 (COMPANY): The Counseling and Psychotherapy Center, Inc.

NAME/TITLE OF AUTHORIZED SIGNER: Kellie McNamara

SIGNATURE: 
Signed by: 3FC5607070D21E0...

DATE: 7/3/2025



Exhibit F
Culture, Values & Guiding Principles Requirements

1. Individualized Client Support

- a. The Contractor(s) must understand that no two Participants are alike and the challenges each Participant and their families face are unique. As such, the Contractor(s) must use a flexible approach to providing services that ensure each Participant's individual needs are met.

2. Continuity of Services

- a. Individuals in the Realigned population tend to be served in multiple systems and may be connected to multiple service providers, as well as a Deputy Probation Officer (DPO) or other Supervisory authority who serves as the Client's ultimate Case Manager. To make the transition between systems as seamless as possible for Participants, Contractor(s) must be willing and able to collaborate across these service systems (e.g., with healthcare, MH, social services, housing providers, etc.) as well as with DPOs and others as needed.

3. Strength-Based, Culturally Competent Service Delivery

- a. Contractor(s) must ensure their services are strength-based and responsive to the Participant's gender identity, culture, and diversity. The Contractor(s) must be Responsive and have the competency and humility required to successfully serve Clients. This competency spans not just race, ethnicity, and language capacity but includes understanding and reflecting Clients' shared experience of incarceration, as well as the unique experiences of subgroups defined by gender, exposure to trauma (including Racial Trauma), immigration experience, MH status, substance use, socioeconomic status, and other factors.
- b. The Contractor(s) must make best efforts to be able to communicate effectively with individuals, including those who primarily speak languages other than English, i.e., Spanish, Vietnamese, Tagalog, Hmong, and/or sign language, and provide meaningful access for such individuals in its programs, activities, services, and operations. The Contractor(s) may partner with language interpreters to facilitate appropriate and timely connections to services.

4. Gender Responsive Services

- a. Factors such as developmental age, gender, culture, MH, cognitive abilities, motivation, and stability (e.g., housing) may influence an individual's ability to benefit from services. Contractor(s) must design activities in a way that creates an environment that is

responsive and affirming to all genders, including those who identify as gender non-conforming, trans, and/or non-binary.

5. Accessible Services

- a. Contractor(s) must make sure their services are accessible to all, including those with a disability, i.e. learning disability, intellectual disability, hearing/vision impairment, physical disability, developmental disability, etc.

6. Trauma-Informed Care (TIC)

- a. A trauma-informed system “uses principles of safety, trust, empowerment, choice, and collaboration to enhance engagement, build self-regulation and resilience skills, and avoid re-traumatization of criminal justice clients.”
- b. More likely than not, every Client Contractor(s) engages with has experienced trauma. Adults involved with the criminal justice system are disproportionately affected by trauma, with 90% to 99% percent of those incarcerated (both adolescents and adults) reporting histories of potentially traumatic events (PTEs), and more than 50% have experienced 4 or more childhood traumatic events, otherwise known as Adverse Child experiences (ACEs), compared with 12% of the general population.
- c. The occurrences of traumatic events are even greater for marginalized groups that are overrepresented in the justice system (e.g., African Americans; Native Americans; lesbian, gay, bisexual, transgender, and questioning populations) who also bear the weight of exposure to trauma associated with being part of a historically stigmatized, oppressed, and victimized group of people who are still experiencing the effects of experiences such as racism, discrimination, and prejudice.
- d. Furthermore, research shows individuals frequently experience new traumatic events as a result of their contact with the criminal justice system itself, and incarceration specifically. Exposure to PTE during incarceration—experiencing or witnessing physical or sexual victimization, solitary confinement, and harsh or coercive disciplinary practices—is significantly associated with post-release PTSD outcomes and an increased risk for recidivism.
- e. Contractor must also ensure there are systems in place to help address potential incidents of vicarious trauma experienced by their Staff as frontline professionals that work within the criminal legal system report elevated rates of PTSD, which is associated with an increased risk of health problems, impaired job performance, and turnover.

- f. The Contractor's program must incorporate the four key assumptions, identified by the Substance Abuse and Mental Health Service Administration (SAMHSA), that trauma-informed organizations apply:
- (1) **Realize:** Realize the widespread impact of trauma.
 - (2) **Recognize:** Recognize the signs and symptoms of trauma in clients, families, and Staff. To create a trauma-informed approach, all Staff must be involved and trained to accurately identify trauma responses and to implement practical trauma-informed skills.
 - (3) **Respond:** Respond by fully integrating knowledge about trauma into policies, procedures, and practices, and establish strategies to promote Staff resilience and wellness, i.e., debriefing protocol, Staff training, peer support, supervisor support, Staff forums, and opportunities for Staff recognition. The Contractor(s) should also consider identifying a team of Staff members who can support TIC efforts by maintaining the momentum and proper implementation of TIC within their program.
 - (4) **Seek:** Seek to resist re-traumatization.

7. **Substance Use Harm & Judgment Reduction Model**

- a. The Contractor(s) must use a variety of practical strategies and ideas aimed at reducing the negative consequences associated with drug use, which includes meeting people who use drugs "where they're at," and addressing conditions of use along with the use itself. ACPD considers the following principles central to a harm and judgment reduction practice:
- b. The use of motivational interviewing and other non-judgmental, non-coercive provision of services and resources for people who use drugs and the communities in which they live to assist them in reducing harm.
- c. Ensure people who use drugs and those with a history of drug use routinely have a real voice in the creation of programs and policies designed to serve them.
- d. Affirms people who use drugs (PWUD) themselves as the primary agents of reducing the harms of their drug use and seeks to empower PWUD to share information and support each other in strategies that meet their actual conditions of use.
- e. Recognizes that the realities of poverty, class, racism, social isolation, past trauma, sex-based discrimination, and other social inequalities affect both people's vulnerability to and capacity for effectively dealing with drug-related harm.

- f. Does not attempt to minimize or ignore the real and tragic harm and danger that can be associated with illicit drug use and requires all Staff to participate in opioid overdose prevention training, such as administration of Narcan/Naloxone.

8. Relationships are the Intervention

- a. Relationships must be core to the Contractors' business. Individuals are highly motivated by relationships, especially when Staff do the following: (1) Express care – show the Client that you like them and want the best for them; (2) Challenge growth – insist the Client try to continuously improve; (3) Provide support – help the Client complete tasks and achieve their goals; (4) Share power – hear the Client's voice and let them share in making decisions; and (5) Expand possibility – expand the Client's horizons and connect Clients to opportunities.
- b. The empathy and trust that develops between Staff and a Client can motivate Clients to change their lives. Unfortunately, too many services are structured around tightly defined functions or processes which can stop practitioners from building relationships and responding to the real issues faced by those they support. The Contractor(s) must build in the flexibility needed to address the Client's immediate needs and the time necessary to build a relationship of trust.

9. Evidence-Based Practices (EBPs)

- a. ACPD recognizes that EBPs are essential to improving the effectiveness of services and realizes that EBPs have not been developed for all populations and/or service settings. If an EBP exists for the population and type of challenges or disorders being addressed, the expectation is that EBP will be utilized. If one does not exist but there are evidence-informed and/or culturally promising practices that are appropriate or can be adapted, these interventions should be implemented.
- b. All Contractors must be aware of and, as Appropriate, utilize the principles of Evidence-Based Correctional Practices, established by the [Office of Justice Programs](#), which provide an outline for Best Practices in the field. Six fundamental principles of Evidence-Based Correctional Practice are widely accepted within the criminal legal system as

strategies to reduce future criminal behavior. The Contractor(s) may work with the Participant's supervising agency to incorporate these principles into their services.

c. **Risk-Need-Responsivity Framework (RNR)**

(1) The actuarial assessment of Participants—reliably and validly—is essential to match people returning from prisons, jails, and juvenile facilities with correctional interventions that fit their individual risks and dynamic needs. Most Clients have a COMPAS assessment conducted by their DPO or other law enforcement agency. The Contractor(s) must reach out to the Supervising agency to gain access and information about the Client's risk and needs assessment and incorporate that information into their service model.

(a) **Risk:** Risk refers to the probability an individual will commit an additional offense. The level of interventions each individual receives should be matched to that individual's risk of reoffending, based on static factors (e.g., age at first arrest, history of arrest, current age) and dynamic factors (e.g., substance abuse, antisocial attitudes). People at higher risk of reoffending should receive more intensive interventions.

(b) **Need:** Criminogenic need refers to factors that research has shown have a direct link to offending and can be changed. Each individual's criminogenic needs will be identified in their COMPAS assessment and their programming must be targeted to meet those needs. People at higher risk of reoffending should receive intensive treatment, while people at low risk of reoffending should receive minimal or no treatment.

(c) **Responsivity:** Maximize the individuals' ability to learn from a rehabilitative intervention by providing Cognitive Behavioral Interventions and tailoring the intervention to each individual's learning style, motivation, abilities, and strengths.

d. **Determine Dosage and Intensity of Services**

(1) Higher-risk Participants require significantly more structure and services than lower-risk Participants.

e. **Address the Participant's Greatest Dynamic Risk Factors**

(1) The greatest emphasis must be placed on addressing those needs that are most closely associated with criminal behavior. Certain Dynamic Risk Factors (such as substance use, attitudes, peers and Family, and employment status) have been

shown to be particularly important factors in predicting future Recidivism and may be viewed as primary targets for intervention.

f. Prioritize High Risk and Needs

- (1) Prioritize resources for Participants who are at higher risk to recidivate.

g. Enhance Intrinsic Motivation

- (1) Staff must be able to relate to Participants in interpersonally sensitive and constructive ways to enhance their intrinsic motivation. Research findings suggest that Motivational Interviewing and other Cognitive Behavioral communication techniques can effectively enhance the Participant's desire to initiate and maintain behavior changes.

h. Cognitive Behavior Programming and Coaching

- (1) Cognitive Behavioral interventions have been shown effective with both adult and juvenile populations. These strategies are focused on changing the individual's thinking patterns to change future behavior. The most effective interventions provide opportunities for individuals to practice new behavior patterns and skills with feedback from Staff. Contractors must infuse Cognitive Behavioral Interventions into their program.

11. Restorative Practices

- a. The Contractor(s) must utilize restorative practices. Restorative practices are processes that proactively build healthy relationships and a sense of community to prevent and address conflict and wrongdoing while respecting the dignity and equality of each person. Implementing restorative practices builds understanding and promotes social harmony through healing; provides an opportunity for participants to obtain reparation and feel safer; and allows those who have committed wrongdoing to gain insight into the causes and effects of their behavior and to take responsibility in a meaningful way.
- b. ACPD believes mistakes and setbacks can be a natural part of the reentry process. ACPD understands that within a restorative framework, Contractor(s) may temporarily suspend access to services for a Participant whose attitudes or behavior is unfit or unsafe. However, the Contractor(s) must use a timely restorative process to re-engage Participants safely and efficiently to allow them to regain access to services. The goal is to hold Participants accountable while allowing them the opportunity to reconnect to services.

12. Compliance with Laws & Regulations

- a. The Contractor(s) must comply with all relevant laws and regulations in the performance of work in furtherance of the Contract established pursuant to this procurement.



EXHIBIT G

ALAMEDA COUNTY PROBATION DEPARTMENT
REALIGNMENT/RE-ENTRY MEETING SCHEDULE

Below is a list of ongoing meetings. Contact names and locations are listed for the workgroups. All meeting dates are subject to change. Please see the ACPD's [website](#) for updated meeting dates/times. Notice will be given according to the [Brown Act](#).

REALIGNMENT AND RE-ENTRY MEETINGS	DAY, TIME AND LOCATION
Community Advisory Board (CAB) Vincent Garrett, Chair Contact: Vincent Garrett, vgarrett@peralta.edu	1 st Tuesday of the month from 6:15 pm - 8:15 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Joint Community Corrections Partnership (CCP) & Community Corrections Partnership Executive Committee (CCPEC) CPO Brian Ford, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	3 rd Monday of January, May, September and November from 1:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Community Corrections Partnership Executive Committee (CCPEC) CPO Brian Ford, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	3 rd Monday of March and July from 1:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Fiscal and Procurement Workgroup CPO Brian Ford, Chair District Attorney, Co-Chair Contact: Janene Grigsby, jagrigsby@acgov.org	1 st Tuesday of February, March, April, May, June, August, November and December from 3:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Process and Evaluation Workgroup PD Brendon Woods, Chair Brendon.Woods@acgov.org Contact: Rodney Brooks, Rodney.Brooks2@acgov.org	1 st Wednesday of the month from 10:00 am to noon 1401 Lakeside Drive 4 th Floor, Room 400, Oakland
Programs and Services Workgroup Janene Grigsby, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	4 th Thursday of January, July, September and October from 10:00 am to noon 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
CCP Subcommittee (Generational Health & Generational Wealth) Meetings Contact: Janene Grigsby, jagrigsby@acgov.org	TBD

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 7/8/2025, is by and between the County of Alameda, hereinafter referred to as the "County", and Psychological Assessment, Inc. DBA Shaping Success, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to sex offender management treatment program services which are more fully described in Exhibit A hereto ("Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide Sex Offender Management Treatment Program Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	The Iran Contracting Act (ICA) of 2010
Exhibit F	Culture, Values & Guiding Principles Requirements
Exhibit G	Realignment/Re-entry Meeting Schedule

The term of this Agreement shall be from August 1, 2025 through July 31, 2026.

The compensation payable to Contractor hereunder shall not exceed the pooled amount of five hundred and fifty thousand dollars (\$550,000) for all pool contracts for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County

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

COUNTY OF ALAMEDA

PSYCHOLOGICAL ASSESSMENT, INC. DBA
SHAPING SUCCESS

By: David G. Haubert
Signature

Name: DAVID G. HAUBERT
(Printed)

Title: President of the Board of Supervisors

Date: 7/30/25

Signed by:
By: Michelle Wysopal, PsyD
Signature

Name: Michelle wysopal, PsyD
(Printed)

Title: Shaping Success Program Director

Date: 7/8/2025

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

Signed by:
By: K. Joon Oh
K. Joon Oh, Deputy County Counsel

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



GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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 Boards 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 in any way connected with the performance of this agreement (collectively

"Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

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

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
1111 Jackson Street, 7th Floor
Oakland, CA 94607
Attn: Steven Belowich, Probation Specialist

To Contractor: Psychological Assessment, Inc. DBA Shaping Success
15501 San Pablo Ave, G317
Richmond, CA 94806
Attn: Michelle Wysopal

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 Education & Career Technical Training Support Services shall not exceed \$550,000 pool payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

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

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

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

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 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 Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for up to four additional years for a total of five 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

SERVICES

I. GLOSSARY

TERM	DEFINITION
ACPD	Alameda County Probation Department
Agreement	This contract.
Best Practice	A procedure proven by research and experience to produce optimal results is established or proposed as a standard suitable for widespread adoption.
Center of Reentry Excellence (CORE)	The CORE is Alameda County Probation Department's welcoming, one-stop reentry resource center where Clients can drop-in to obtain recommendations and connections to various Service Providers, get assistance with barrier removal, and participate in informative workshops and community events. The CORE also serves as a secure hub where Service Providers can co-locate, directly engage with Clients, and contribute to ACPD's endeavors in community outreach, building relations and fostering engagement.
Client	A Client is a person who is Realignment eligible.
Client-Centered Approach	A client-centered approach is a methodology that places the client or service recipient at the forefront of all decision-making and processes. It is characterized by a deep commitment to understanding and addressing the unique needs, preferences, goals, and values of the client, with the ultimate aim of providing the highest quality of care and support.
Cognitive Behavioral Intervention (CBI)	Various models of Cognitive Behavioral Intervention are evidence-based and proven to have positive results when working with justice-involved populations. All CBI models provide a process by which individuals examine the interaction between their thoughts, feelings, and responses to cultivate patterns that lead to more productive outcomes.
COMPAS	The Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) is a research-based assessment tool used within the criminal justice system to evaluate an individual's risk for reoffending. COMPAS assists in guiding the Supervising Agency through case planning and determining effective supervision and treatment by assigning values to factors, such as substance misuse history, to assess risk levels.

Contractor	Psychological Assessment, Inc. DBA Shaping Success
County	The County of Alameda
Data Metrics	Data metrics are quantitative measures used to assess and evaluate various aspects of data. These metrics provide insights into the quality, performance, and characteristics of data, enabling ACPD to make informed decisions, track progress, and ensure data-related goals are met.
DPO	Deputy Probation Officer or Probation Officer
Enterprise Supervision™ (Formerly Tyler Supervision)	A web-based data management system that allows DPOs to coordinate, communicate, record, and track each step of a Client's Supervision process. It assists with Client management (referrals, Program participation, court appointments, etc.), tracks communication with Clients and providers, and allows data and performance to be tracked. Enterprise Supervision™ is ACPD's current Provider Portal.
FTE (Full Time Equivalent)	A full-time equivalent (FTE) is a unit of measurement used to figure out the number of full-time hours worked by all employees in a business. For example, if your business considers 40 hours to be a full-time workweek, then an employee working 40 hours per week would have an FTE of 1.0. Any Staff member paid through this Contract is expected to dedicate the number of FTE hours given to working under the Contract.
Indirect Cost	The costs of doing business that are not readily identified in the budget of this Contract but are necessary for the general operation of the organization and the activities it performs.
Justice-Impacted	Justice-Impacted refers to anyone who has first-hand experience in the criminal justice system due to being convicted or incarcerated, including individuals who have been under formal or court supervision.
Lived Experience	Lived Experience refers to having first-hand experience, instead of, or in addition to, formal education or training around an issue or condition.
Participant	An individual enrolled in or participating in sex offender treatment.
Program Completion	Program Completion refers to the completion of sex offender treatment as determined by the Provider.

Provider Portal	The web-based computer application that allows Service Providers to record and track each step of a Client's process. The Provider Portal also assists with Client management (referrals, Program participation, exits), allows the Contractor(s) to communicate with the Client's probation officer, and allows Program data to be pulled and Program outcomes to be tracked. Although Enterprise Supervision is the current Provider Portal being used, ACPD has the right to require the Contractor(s) to utilize a different data management Program in addition to or instead of the current Provider Portal at any time during the term of the Contract. When "Provider Portal" is used in this document, it refers to whatever data management system ACPD is requiring Contractor(s) to use.
Realignment/AB 109	Assembly Bill (AB) 109, the California Public Safety Realignment Act of 2011 as modified by AB 117. See the "Background" section.
Recidivism	Recidivism is defined by the Board of State and Community Corrections (BSCC) as a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on Supervision for a previous criminal conviction.
Reentry	Reentry refers to all people living in Alameda County who have had contact with the criminal justice system. When not capitalized, the word refers to the action or process of re-entering something.
SARATSO	State-Authorized Risk Assessment Tool for Sex Offenders
SOU	Sex Offender Unit consists of Alameda County supervising Deputy Probation Officers and or their respective Unit Supervisors and Directors.
Staff	Individuals working directly for or under the Supervision of the Contractor, including employees, agents, subcontractors, interns, volunteers, and all others.

SB 1473	<p>Senate Bill (SB) 1473 Current law establishes a State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO) and requires every registered sex offender to be assessed with the SARATSO, as specified. Current law requires a sex offender management professional to provide a person's score on the SARATSO to that person's parole agent or probation officer. Current law also requires the person's parole agent or probation officer to send the person's SARATSO score to the Department of Justice within 5 working days of the assessment.</p> <p>Starting January 1, 2025, the bill requires the sex offender management professional to send the person's SARATSO score to the Department of Justice within 30 days of the assessment, as specified.</p>
STATIC-99R	<p>The STATIC-99R is a structured risk assessment tool used to evaluate the risk of reoffending in adult male sex offenders. It is a static tool, meaning it relies on historical, unchangeable factors (such as age, criminal history, and past offenses) rather than dynamic factors (such as current behavior or psychological state). The STATIC-99R provides a numerical score based on the presence or absence of certain risk factors, which helps to predict the likelihood of future sexual offenses.</p>
Supervision	<p>Supervision encompasses various levels of oversight and support provided to individuals in the justice system to ensure compliance with legal requirements, foster rehabilitation, and promote community safety. Supervision for this Program encompasses Post-Release Community Supervision (PRCS), Penal Code 1170(h)- eligible supervision, formal probation, pre-trial status supervision, and specialty court supervision.</p>
Trauma-Informed or Trauma Informed Care	<p>Trauma-Informed care is an approach to providing services and support that recognizes the widespread impact of trauma on individuals and seeks to create an environment that promotes safety, trust, collaboration, and empowerment. Trauma-informed care involves taking a holistic approach to individuals, taking into account their prior traumatic experiences and the ways they have coped with them, in order to comprehend their actions and collaborate effectively with each Client. By adopting a Trauma-Informed approach, service providers aim to create an atmosphere that promotes healing and recovery, rather than further harm or re-traumatization.</p>

Warm Handoff	A Warm Handoff is a referral approach in which a provider uses face-to-face or, at a minimum, telephone contact to directly link individuals to other providers, resources, or specialists, if possible, in the presence of the Client.
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II. DEFINITION OF SERVICES

- A. Contractor shall provide Sex Offender Management Treatment Program Services with the requirements set on this Exhibit A.
- B. This Exhibit A has been drafted to include the requirements contained in the Request for Qualification (RFQ) No. 902576, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ 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 RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- C. The RFQ and Response, which are incorporated into this Agreement by this reference, 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.
- D. The Contractor shall be fully responsible for the performance of all obligations under this Agreement, including but not limited to the work performed by any subcontractors. The Contractor agrees to ensure that all subcontractors meet the requirements of this Agreement and comply with all applicable terms, conditions, and performance standards. In the event that a subcontractor fails to perform in accordance with the Agreement, the Contractor shall be liable for any resulting delays or non-compliance and shall take all necessary steps to correct such performance issues at no additional cost to the County. The Contractor shall maintain oversight and control over subcontractor performance and be solely responsible for any actions or omissions of its subcontractors.
- E. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Michelle Wysopal	Shaping Success Program Director	888-524-5122	mwysopal@psychassessment.us

Debbie Peecook	Polygraph Examiner		debbiepeecook@gmail.com
Caroline Aguirre	Administrative Assistant	888-524-5122	caguirre@psychassessment.us
Patricia Chan	Administrative Assistant	888-524-5122	pchan@psychassessment.us

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

III. PROGRAM CAPACITY

A. Program Participants

Contractor must serve all adult Realignment-eligible individuals. Realignment eligibility may be changed by ACPD at any time. Contractor shall work with ACPD to revise services to accommodate any such changes. At the time of the execution of this Agreement, the following categories of individuals under Supervision are eligible for AB109-funded services:

1. **Post-Release Community Supervision (PRCS):** Individuals released from prison for non-serious and non-violent offenses who are not classified as high-risk sex offenders.
2. **Penal Code 1170 (h) Eligible:** Individuals charged and under Supervision with an 1170(h)-eligible offense, including:
 - a. Individuals sentenced to local prison and placed on Mandatory Supervision, and
 - b. Individuals granted deferred entry of judgment in lieu of an AB-109 eligible offense.
3. **Formal Probation:** Individuals on formal probation.

4. **Pre-trial Status:** Individuals who are part of the County's Pre-Trial Program.
5. **Specialty Court:** Participants in specialty courts with a felony conviction.

B. Inclusion of All Clients

Participation in this program is open to all Clients, irrespective of their gender identity, immigration status, psychiatric diagnosis, educational history, or other challenges, including substance abuse, cognitive impairment, and physical and/or mobility disabilities. The focus of this Program must not be on seeking the "ideal" Client but instead on understanding each Client's abilities, preferences, and aspirations in order to match them with education and career technical training opportunities that best align with their skill set and interests.

C. Geographic Access & Availability of Services

1. Contractor's services must be readily accessible to all Realignment-eligible Clients regardless of where in the County they reside. The Contractor will work out of their office located at: 385 Grand Avenue, #302, Oakland, CA 94610.
2. Days and Hours of Operation: The Contractor is required to provide services to Clients during standard business hours. Standard business hours must provide for services to be available for a minimum of 5 days and 40 hours per week. Standard business hours are typically Monday through Friday from 8 a.m. to 5 p.m. but may vary and can include evenings and weekends.
3. Standard business hours will be agreed upon during contract negotiations and are subject to adjustment by ACPD as needed throughout the contract term. Contractor may suggest modifications to their standard business hours.
 - a. Holidays: ACPD will provide Contractor with a list of holidays. Contractor(s) is not obligated to provide services on [Alameda County Holidays](#).
 - b. Changes to Geographic Access and Availability Require ACPD Approval

Changes to the Contractor's days and hours of operation must be pre-approved, in writing, by Appropriate ACPD Staff. Written approval from ACPD must be received before any changes are made.

If Contractor needs to change the location where they are providing services, the Contractor must receive written approval from Appropriate ACPD Staff before any changes are made. ACPD must receive a minimum of 90 days advance notice of the Contractor's desire to relocate to a new address. The responsibility for timely notification solely rests with the Contractor, ensuring that ACPD can update its records for ongoing monitoring and collaboration purposes.

IV. SPECIFIC PROGRAM REQUIREMENTS

- A. Contractors must provide sex offender management treatment program services in accordance with the CASOMB approved *Containment Model*.
 - 1. The Containment Model is comprised of three required components: a supervising (e.g., probation or parole) officer, a sex offender treatment provider, and a polygraph examiner. This approach centers on the needs and safety of victims.
 - 2. The *Containment Model* operates through multi-agency collaboration, explicit policies, and consistent practices that combine case evaluation, risk assessment, sex offender treatment, and intensive community surveillance, all aimed to maximize public safety. The *Containment Model* consists of the following key aspects:
 - a. A philosophy that emphasizes victim protection, public safety, and reparation for victims as the paramount objectives of sex offender management.
 - b. Implementation strategies that depend on agency coordination and multidisciplinary partnerships.
 - c. A containment-focused case management and risk control approach that is individualized based on each offender's characteristics.
 - d. Consistent multi-agency policies and protocols.
 - e. Quality control mechanisms, including program monitoring and evaluation.
- B. The diversity of sex offender and treatment services clearly indicate that approaches to treatment should vary; a "one size fits all" approach simply does not work. A

comprehensive assessment process aligned with the latest local and statewide legislation and treatment modalities, should address the varied motivations, predisposing factors, offense pathways, and specific intervention needs of each individual.

- C. Treatment should address the underlying factors believed to contribute to an individual's offending behavior and their risk of reoffending. Outcomes are maximized and recidivism is reduced when offenders are matched to interventions based on their risk, needs, and other relevant factors. Additionally, sex offenders often face a range of criminogenic needs that must be considered when designing treatment interventions. These include:
 - 1. Sexual Interest Domain:
 - a. Sexual preference for children
 - b. Sexualized violence
 - c. Sexualized preoccupation
 - 2. Relational Style Domain:
 - a. Emotional congruence with children
 - b. Lack of emotionally intimate relationship with an adult
 - c. Callousness and grievance thinking
 - 3. Self-management Domain
 - a. Lifestyle impulsiveness
 - b. Dysfunctional coping
- D. Assessments must aid in justification for service intensity and duration. For example, intensive treatment has a better impact on higher-risk offenders than it does on lower-risk offenders. ACPD completes the [Static-99R](#) assessment and makes referrals to treatment programs as appropriate. The Static-99R assesses male offenders presentencing and prior to release from prison. The Static-99R is based on static (unchanging) risk factors, which predict the potential for sexual re-offending, such as age at release from custody on the sex offense, number of certain types of prior convictions, and victim characteristics.
- E. Contractors must offer all services to non-English-speaking clients.
- F. Psychological evaluations should be conducted in person, unless prohibited by local regulations, or there are extraordinary circumstances. Mode of evaluation must be

documented in the report, as well as subsequent live client signatures on the report, where applicable.

- G. Contractors should provide therapeutic counseling to clients in-person, unless one of the following [CASOMB Telehealth Guidelines](https://casomb.org/pdf/Telehealth_and_Language_Barriers_Guidelines_12_2020.pdf) (https://casomb.org/pdf/Telehealth_and_Language_Barriers_Guidelines_12_2020.pdf) applies:
1. There are no local CASOMB-certified providers available within a reasonable distance (i.e., rural areas).
 2. Commuting to treatment is significantly challenging or creates an undue hardship for the client (e.g., lack of transportation, excessively long commutes, commutes that interfere with employment).
 3. The client is homebound or has medical issues that prevent in-person attendance and they continue to pose a risk to the community.
 4. Local providers do not offer services in the client's language and a treatment provider in another county does.
 5. Following county medical guidelines during exceptional circumstances.
- H. The DPO must pre-approve any non in-person treatment services.
- I. If telehealth is utilized, the reason for its utilization must be documented in the Provider Portal, as well as the monthly reporting, and the Contractor should collect an electronic signature or other electronic verification that the client attended a virtual session.
- J. Contractor must conduct a Child Contact Assessment (CCA) as needed or upon request to determine whether it is safe for the individual to have contact with their own children and/or with other children, excluding the victim.
- K. Contractor must offer an approved Supervisor/Chaperone Training Component for potential chaperones to learn, process, and internalize information about offender characteristics, risk, and behaviors.
- L. Contractor must participate in monthly case conferencing with the ACPD SOU and the Containment Model Team. All conference parties' schedules are to be considered to set conference date, time, and location to best maximize collaborative engagement on behalf of the Client.
- M. Contractor must inform DPOs within 24 business hours should the client fail to participate in a treatment session.
- N. **Certification Requirements**

1. Contractor must maintain their CASOMB certification throughout the contract term.
2. To ensure adherence to evidence-based practices and uphold standards of care, all therapists providing treatment to sex offenders must be in compliance with the [CASOMB Treatment Providers Certification Requirements \(https://casomb.org/docs/Treatment_Provider_Certification_Requirements_Manual_-_Revised_2022-09.pdf\)](https://casomb.org/docs/Treatment_Provider_Certification_Requirements_Manual_-_Revised_2022-09.pdf) at the appropriate level (Independent, Associate, or Student Provider).
3. CASOMB offers certification at three levels:
 - a. Independent Provider: Licensed mental health professionals with substantial experience and training in sex offender treatment.
 - b. Associate Provider: Professionals who are licensed or in the process of obtaining licensure, possessing relevant education and some experience in the field.
 - c. Student Provider: Individuals enrolled in a graduate program leading to a mental health license, participating in formal practicum or internship placements at CASOMB-certified agencies.
- O. Contractor must notify ACPD within three (3) business days if their CASOMB certification expires. Failure to notify will be considered a violation of the terms outlined in this RFP.
- P. Staff must complete the California Department of Justice [NexTest](#), which is used for [Criminal Justice Information Services \(CJIS\)](#) training and certification, to obtain access to Enterprise and other Criminal Offender Record Information (CORI) information provided by ACPD.

V. ADMINISTRATIVE REQUIREMENTS

A. Separate Administrative & Fiscal Management

1. Contractor must keep the administrative and fiscal activities of the contracted Program separate and distinct from all other activities and deliverables.

B. Acknowledge Funding

1. Contractor is responsible for ensuring all communications, including but not limited to representations, presentations, advertisements (both verbal and written), written documents, publications, and electronic media generated using funds from this Agreement, or related to an AB109-funded project, or the Realignment-eligible population served by this Agreement, incorporate a funding acknowledgment statement.

2. The following statement and logo must be included for reference in all written materials, publications, and electronic media:

"This work is funded by AB 109 and supported by the Alameda County Probation Department [Master Contract No. 902576]."

3. The full name of the Alameda County Probation Department, with no abbreviations, must be used. Any written materials, publications, or electronic media featuring this funding statement and logo require prior written approval from ACPD before mass production and distribution.

C. Referral Process

1. Contractor will receive referrals from ACPD.
2. DPOs will refer clients who have been court-ordered, assessed, and meet eligibility requirements for sex-offender management and treatment program services
3. Once received, Contractor must ensure that these referrals are documented in the Provider Portal.
 - a. Acknowledgment of referrals must be completed within 48 business hours of when the referral was initiated. Contractor must submit written notification to the referring DPO (or assigned ACPD Staff) to confirm the receipt of the referrals.

D. Attendance Requirements

1. Attendance Documentation
 - a. Clients must sign the attendance sheet in person or provide a virtual signature for each attendance session, regardless of whether the session is conducted in-person or virtually, to confirm their participation. The attendance roster is to be submitted to ACPD with monthly billing.
2. Group Session
 - a. [According to CASOMB Guidelines \(CASOMB Program Requirements Jan2014.pdf\)](#): Therapy groups should consist of no more than nine participants. For groups with five to nine clients, each session must last at least 90 minutes. If a group has four or fewer clients, sessions can be a minimum of 60 minutes. Groups designed for individuals with low cognitive functioning or chronic mental health issues should be limited to six participants, with sessions potentially as short as 60 minutes if clinically indicated.

3. Participant Release/Consent Information
 - a. Contractor shall obtain a Release of Information (ROI) from each Client to collect Client-level data, including Personal Identifying Information (PII), and share this data with ACPD and other providers. If a Client refuses to sign a release, the Contractor must report the refusal to ACPD within 48 hours via the Provider Portal and through an email notification sent to the DPO. ACPD will not reimburse the Contractor for services rendered to Clients without a valid ROI.

VI. STAFFING REQUIREMENTS

A. Program Staff

1. Contractor must ensure that their proposed Staff are trained and equipped to assist Clients with sex offender treatment services outlined in this Agreement.
2. Staff must have the necessary credentials, qualifications, and representation to deliver services effectively.
3. Staff must adhere to all national and regional Best Practice standards for service delivery, communication, and engagement with Clients, as outlined in the [General Requirements: Culture, Values, and Guiding Principles section in Exhibit F.](#)
4. Contractor must promptly inform ACPD of any changes in Staff within 24 business hours of the change; the specific ACPD Staff members to receive notice will be designated during the Program Kickoff.

B. Staff Background Checks

1. Contractor shall ensure background checks are completed on all employees, subcontractors, volunteers, and consultants who have regular contact and/or unsupervised private contact with adults served by the organization. Contractor must include in background checks verification of educational credentials, training(s), employment experience, and driving records (for those who will transport participants). Required background checks must include the following: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by state law. Contractor must be prepared, periodically throughout the contract term, to verify with ACPD the completion of background checks on all Staff.

C. Job Descriptions

1. Contractor must maintain up-to-date job descriptions on file with ACPD for all Staff whose salaries, wages, and benefits are funded through this Agreement. These job descriptions must outline the minimum qualifications required for the services to be performed and must be submitted to ACPD for pre-approval.

VII. DELIVERABLES / REPORTS

A. Data Collection & Maintenance

1. Contractor must promptly furnish ACPD with the data metrics under sub-section (2). Upon request by ACPD, Contractor shall also furnish additional/other data and metrics not listed under sub-section (2). Contractor must maintain a comprehensive record of Program progress by submitting monthly, quarterly, and term-end reports using the format and timeline determined by ACPD. Contractor must also provide written notification regarding the outcome of the services provided (successful/unsuccessful) to Client's DPO.
2. At a minimum, the Contractor must collect, track, record, and report on the following data:
 - a. Demographic Data
 - b. Client's Name
 - c. Probation case number (if applicable) or another personal identifier
 - d. Date of Birth
 - e. Location/Address
 - f. Contact information (e.g., mail, phone number, etc.)
 - g. Client's descriptive information (e.g., gender, ethnicity, age, etc.)

VIII. PERFORMANCE-BASED EVALUATIONS

- A. This will be a performance-based Agreement with metrics that will help measure Contractor's effectiveness in achieving the Program goals. How much was done and are Clients better off as a result of the services provided are questions that will guide the evaluation.
- B. Performance standards provide an estimated minimum level of expected performance and the performance goals reflect the desired outcomes.

- C. All performance measures, except those with an asterisk, are required to process invoices, and must be shared with ACPD monthly, along with the Contractor's monthly report.
- D. The Contractor must regularly monitor and evaluate these metrics to make informed decisions and improvements in the Program as needed.
 - 1. 100% of clients must receive an evaluation/intake within 30 days of program referral.
 - 2. 100% of clients with a contact sex offense must have a State required assessment(s) within 30 days of program referral.
 - 3. 100% of clients must have an initial case conference within 45 days of program referral.
 - 4. 100% of clients must have treatment plans that are driven by a psychosocial assessment completed within 45 days that identifies dynamic and sexual criminogenic needs and should include the client's input to create SMART objectives
 - 5. 100% of treatment sessions must be aligned with the identified needs from the assessment.
 - 6. 75% of clients must complete their treatment goals as outlined in their treatment plan.

IX. REPORTING REQUIREMENTS

- A. Information regarding the designated ACPD Staff to whom the Contractor must report to will be provided at the Program Kickoff. ACPD retains the authority to modify the recipient of the requested information and the manner of delivery, as necessary. While the frequency of data reporting by Contractor may be determined during negotiations or disclosed during the Program Kickoff meeting, the Contractor must provide the following data and information within the specified timeframes:
 - 1. **Adverse Events**
 - a. Contractor must submit written reports on adverse events, such as disciplinary actions and unplanned Program discharges, within 24 business hours of the event. While Contractor may inform ACPD of the event by phone, the official report must be provided in writing through both the Provider Portal and a separate email to the DPO or other supervising agency's contact.

2. **Changes in Staff**

- a. Contractor must notify ACPD within 24 business hours of any changes in Staff, including Staff terminations.

3. **Provider Portal**

- a. **Referrals:** The Provider Portal and/or any other online data systems specified by ACPD must be utilized by Contractor to confirm receipt of referrals made and all referral status updates for each Client. Acknowledgment of referrals must be completed within 48 business hours of when the referral was initiated. Contractor must submit written notification to the referring DPO, to confirm the receipt of the referrals.
- b. **Communication with the Client's Supervising Agency:** Written notifications concerning the referrals received must adhere to the following timeline:
 - (1) Within 48 business hours of receiving the referral, notify the DPO of the referral status and/or services.
 - (2) Within 72 business hours, notify the Client's assigned DPO if they have not been able to contact the Client on the phone or by email.
 - (3) Within one month of receiving a referral, Contractor must provide a status update on each client, documenting services rendered and other relevant details, to the Provider Portal.
 - (4) While the Client is actively enrolled in the Program, Contractor must maintain regular communication with the Client's assigned DPO and/or ACPD Staff. This includes sharing updates on service outcomes, client engagement, milestones achieved, challenges encountered, and any changes in status, such as program completion (successful or unsuccessful), exit, or discharge.
- c. **Client Data:** To prevent data loss, Client data must be uploaded into the Provider Portal and/or any other online data systems specified by ACPD within 72 business hours of service delivery. Data must be reported by Client and date.

- d. **Performance Metrics:** Data reporting through the Provider Portal and/or any other online data systems specified by ACPD must be accomplished within 72 business hours of service delivery to prevent data loss.
- 4. Per SB 1473, Contractor shall send the Client's State-Authorized Risk Assessment Tool for Sex Offenders (SARATSO) score to the Department of Justice within 30 days of the assessment, as specified.
- 5. Contractors must maintain routine phone and/or email contact with the ACPD Sex Offender Unit (SOU) staff no less than once a month. The primary point of written communications shall transpire through the Provider Portal.
- 6. **Annual Narrative Report**
 - a. Annually, as part of the January 15th quarterly progress report, Contractor is required to provide a reflection on the work done and impact made over the months leading up to year-end delivery of services, recommendations for improving service access and utilization, as well as engagement efforts made to support Clients' success in the Program.
- 7. **Final Activity Report**
 - a. No later than thirty (30) days following the expiration or termination of this Agreement, whichever comes first, Contractor shall furnish ACPD with a comprehensive written Final Activity Report. This report will include, but not be limited to, an evaluation of the quantity, quality, and impact of the work carried out in delivering services under this Agreement.
 - b. Final Activity Report must be submitted prior to processing the last invoice. Any delay in submission will delay the reimbursement of the last invoice.
- 8. **Presentations at the County's CCP & Realignment/Reentry Meetings**
 - a. At ACPD's request, Contractor must attend the County's Realignment/reentry meetings, the Community Corrections Partnership Subcommittee meetings and other meetings as requested. Their attendance is essential for reporting on Program-related matters such as data, achievements, challenges, or any other topics as requested by ACPD.

9. Non-Realignment Funded Services

- a. Within sixty (60) days of Agreement execution, Contractor must submit a detailed list of all services available to Clients after they transition off Supervision and no longer qualify for AB109-funded services. At a minimum, this list must include the type of service provided, eligibility criteria, and the expected duration of services. Any changes to the services offered must be communicated in writing to the SOU within fourteen (14) days of the modification.

10. Program Policies & Procedures

- a. Within twenty (20) days of Agreement execution, and before the commencement of services, the Contractor must furnish ACPD with copies of the following documents:
 - (1) A written alcohol and drug use policy.



EXHIBIT B
PAYMENT TERMS

1. Budget Overview

- a. Contractor shall use all payments solely in support of the program budget, set forth in the table below.

Item No.	Line Item Description	Flat Fee Rate per Services
1	Evaluation/Intake	\$850
2	Reassessment	\$1,000
2	Group Therapy	\$75
3	Individual Therapy	\$150
4	Polygraph	\$400
6	Administrative Costs (20% of total program costs)	\$67,500

- b. The line item description shall be defined as:

- (1) **Evaluation/Intake:** The intake process should be completed within the first 30 days of referral acceptance. The intake should include collecting Client demographic information, conducting comprehensive risk assessments (e.g., Static-99R, STABLE-2007, and clinical evaluations), reviewing criminal history, assessing the Client's willingness to participate, and gathering information on funding sources and fees. This process is essential for determining the Client's initial treatment plan. The cost should reflect personnel time for interviews, assessment administration, data entry, and administrative processing.
- (2) **Reassessment:** Reassessments occur periodically to evaluate changes in risk, treatment progress, and the need for adjustments in the treatment plan. While re-assessments are to take place on a quarterly basis, they may occur more frequently if necessary to address the demand of the Client's needs. The re-assessment cost should include follow-up assessments and adjustments to the treatment plan based on dynamic risk evaluations and or other relevant changes.
- (3) **Group Therapy:** The fee for group therapy or treatment sessions will be assessed on a per-person basis, not as a flat fee for the entire group. The individual Client's fee will be calculated according to the agreed-upon set rate and will

remain the same regardless of whether the payment is made by ACPD or the Client.

- (4) **Individual Therapy:** The Client's ability to pay the fees associated with treatment sessions will be determined by a financial evaluation conducted by the DPO. The Client's payment amount will be a percentage of the Client's income and may differ for each individual Client. The remaining cost will be paid to the Contractor by ACPD. This structure is designed to ensure that the Client's payment portion is in accordance with their financial ability to pay.
- (5) **Polygraph:** The total cost quoted shall encompass the polygraph session.
- (6) **Administrative Costs:** These costs equal up to 20% of the total program costs that may be included and will be reimbursed in proportion to monthly expenditures. These expenses will likely fluctuate each month based on activity. Examples of allowable expenses under Administrative Costs include, but are not limited to, audit, bookkeeping, Provider Portal requirements, report writing, and other administrative costs.

2. ACPD will pay the initial assessment fee for each referred Client.

3. Percentage-Based Fees

- a. Contractor has a set cost for services. The Client may be responsible to pay the subsequent sessions. The Client's ability to pay the fees associated with treatment sessions will be determined by a financial evaluation conducted by the DPO. The Client's payment amount will be a percentage of the client's income and may differ for each individual client. The remaining cost will be paid to the Contractor by ACPD. This structure is designed to ensure that Clients' payment portion is in accordance with their financial ability to pay.

4. Cancellation and Rescheduling

- a. If a Client reschedules an appointment at least 48 hours in advance, no cancellation fee shall be assessed, and no charge will be incurred. For cancellations or no-shows occurring less than 48 business hours before the scheduled session, the Contractor may charge a partial fee to the client, not exceeding \$25. If the DPO informs the Provider of a change in the Client's circumstances that affects their ability to attend a session, such as incarceration, hospitalization, or incapacitation, cancellation fees will no longer apply and no additional charges shall occur until the Client resumes sessions.

5. Group Session Fees

- a. For group therapy or treatment sessions, the fee will be assessed on a per-person basis, not as a flat fee for the entire group. The individual Client's fee will be calculated according to the agreed-upon set rate and will remain the same regardless of whether the payment is made by ACPD or the Client.

6. Invoicing and Payment

- 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).
- b. Invoices will be reviewed for accuracy and approval by the ACPD. Invoices must be submitted via the Finance Tool (link to be provided upon contract execution).
- c. The invoice must include the following:
 - (1) A signature and date;
 - (2) Service period within contract term;
 - (3) service type provided, units, and rates which must be consistent with, and comply with, the terms of the contract; and
 - (4) mathematically correct.
- d. Contractor must ensure cumulative payments do not exceed the contract maximums and or NTE amounts (in total, by line item, and or by category).
- e. Upon the County's request, Contractor shall immediately provide any supporting documentation requested by the County to verify invoices and budget costs (categories, line items, etc.).

7. Within thirty (30) days upon receipt and approval of invoice, County will use its reasonable efforts to make payment to Contractor.

8. Total payment under the terms of this Agreement will not exceed the total pooled amount of \$550,000. This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors

9. No Supplanting of Funds: Contractor agrees that funds received under this Contract and supplies purchases using these funds will not be used to supplant expenditures from other contracts or programs.



EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Medical Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate Bodily Injury and Property Damage

D **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
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.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
1. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

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

CONTRACTOR (COMPANY): Psychological Assessment Inc

NAME/TITLE OF AUTHORIZED SIGNER: Michelle wysopal, PsyD

SIGNATURE:  DATE: 7/8/2025



EXHIBIT E
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 (COMPANY): Psychological Assessment Inc

NAME/TITLE OF AUTHORIZED SIGNER: Michelle wysopal, PsyD

SIGNATURE:  **DATE:** 7/8/2025



Exhibit F
Culture, Values & Guiding Principles Requirements

1. Individualized Client Support

- a. The Contractor(s) must understand that no two Participants are alike and the challenges each Participant and their families face are unique. As such, the Contractor(s) must use a flexible approach to providing services that ensure each Participant's individual needs are met.

2. Continuity of Services

- a. Individuals in the Realigned population tend to be served in multiple systems and may be connected to multiple service providers, as well as a Deputy Probation Officer (DPO) or other Supervisory authority who serves as the Client's ultimate Case Manager. To make the transition between systems as seamless as possible for Participants, Contractor(s) must be willing and able to collaborate across these service systems (e.g., with healthcare, MH, social services, housing providers, etc.) as well as with DPOs and others as needed.

3. Strength-Based, Culturally Competent Service Delivery

- a. Contractor(s) must ensure their services are strength-based and responsive to the Participant's gender identity, culture, and diversity. The Contractor(s) must be Responsive and have the competency and humility required to successfully serve Clients. This competency spans not just race, ethnicity, and language capacity but includes understanding and reflecting Clients' shared experience of incarceration, as well as the unique experiences of subgroups defined by gender, exposure to trauma (including Racial Trauma), immigration experience, MH status, substance use, socioeconomic status, and other factors.
- b. The Contractor(s) must make best efforts to be able to communicate effectively with individuals, including those who primarily speak languages other than English, i.e., Spanish, Vietnamese, Tagalog, Hmong, and/or sign language, and provide meaningful access for such individuals in its programs, activities, services, and operations. The Contractor(s) may partner with language interpreters to facilitate appropriate and timely connections to services.

4. Gender Responsive Services

- a. Factors such as developmental age, gender, culture, MH, cognitive abilities, motivation, and stability (e.g., housing) may influence an individual's ability to benefit from services. Contractor(s) must design activities in a way that creates an environment that is

responsive and affirming to all genders, including those who identify as gender non-conforming, trans, and/or non-binary.

5. Accessible Services

- a. Contractor(s) must make sure their services are accessible to all, including those with a disability, i.e. learning disability, intellectual disability, hearing/vision impairment, physical disability, developmental disability, etc.

6. Trauma-Informed Care (TIC)

- a. A trauma-informed system “uses principles of safety, trust, empowerment, choice, and collaboration to enhance engagement, build self-regulation and resilience skills, and avoid re-traumatization of criminal justice clients.”
- b. More likely than not, every Client Contractor(s) engages with has experienced trauma. Adults involved with the criminal justice system are disproportionately affected by trauma, with 90% to 99% percent of those incarcerated (both adolescents and adults) reporting histories of potentially traumatic events (PTEs), and more than 50% have experienced 4 or more childhood traumatic events, otherwise known as Adverse Child experiences (ACEs), compared with 12% of the general population.
- c. The occurrences of traumatic events are even greater for marginalized groups that are overrepresented in the justice system (e.g., African Americans; Native Americans; lesbian, gay, bisexual, transgender, and questioning populations) who also bear the weight of exposure to trauma associated with being part of a historically stigmatized, oppressed, and victimized group of people who are still experiencing the effects of experiences such as racism, discrimination, and prejudice.
- d. Furthermore, research shows individuals frequently experience new traumatic events as a result of their contact with the criminal justice system itself, and incarceration specifically. Exposure to PTE during incarceration—experiencing or witnessing physical or sexual victimization, solitary confinement, and harsh or coercive disciplinary practices—is significantly associated with post-release PTSD outcomes and an increased risk for recidivism.
- e. Contractor must also ensure there are systems in place to help address potential incidents of vicarious trauma experienced by their Staff as frontline professionals that work within the criminal legal system report elevated rates of PTSD, which is associated with an increased risk of health problems, impaired job performance, and turnover.

- f. The Contractor's program must incorporate the four key assumptions, identified by the Substance Abuse and Mental Health Service Administration (SAMHSA), that trauma-informed organizations apply:
- (1) **Realize:** Realize the widespread impact of trauma.
 - (2) **Recognize:** Recognize the signs and symptoms of trauma in clients, families, and Staff. To create a trauma-informed approach, all Staff must be involved and trained to accurately identify trauma responses and to implement practical trauma-informed skills.
 - (3) **Respond:** Respond by fully integrating knowledge about trauma into policies, procedures, and practices, and establish strategies to promote Staff resilience and wellness, i.e., debriefing protocol, Staff training, peer support, supervisor support, Staff forums, and opportunities for Staff recognition. The Contractor(s) should also consider identifying a team of Staff members who can support TIC efforts by maintaining the momentum and proper implementation of TIC within their program.
 - (4) **Seek:** Seek to resist re-traumatization.

7. **Substance Use Harm & Judgment Reduction Model**

- a. The Contractor(s) must use a variety of practical strategies and ideas aimed at reducing the negative consequences associated with drug use, which includes meeting people who use drugs "where they're at," and addressing conditions of use along with the use itself. ACPD considers the following principles central to a harm and judgment reduction practice:
- b. The use of motivational interviewing and other non-judgmental, non-coercive provision of services and resources for people who use drugs and the communities in which they live to assist them in reducing harm.
- c. Ensure people who use drugs and those with a history of drug use routinely have a real voice in the creation of programs and policies designed to serve them.
- d. Affirms people who use drugs (PWUD) themselves as the primary agents of reducing the harms of their drug use and seeks to empower PWUD to share information and support each other in strategies that meet their actual conditions of use.
- e. Recognizes that the realities of poverty, class, racism, social isolation, past trauma, sex-based discrimination, and other social inequalities affect both people's vulnerability to and capacity for effectively dealing with drug-related harm.

- f. Does not attempt to minimize or ignore the real and tragic harm and danger that can be associated with illicit drug use and requires all Staff to participate in opioid overdose prevention training, such as administration of Narcan/Naloxone.

8. Relationships are the Intervention

- a. Relationships must be core to the Contractors' business. Individuals are highly motivated by relationships, especially when Staff do the following: (1) Express care – show the Client that you like them and want the best for them; (2) Challenge growth – insist the Client try to continuously improve; (3) Provide support – help the Client complete tasks and achieve their goals; (4) Share power – hear the Client's voice and let them share in making decisions; and (5) Expand possibility – expand the Client's horizons and connect Clients to opportunities.
- b. The empathy and trust that develops between Staff and a Client can motivate Clients to change their lives. Unfortunately, too many services are structured around tightly defined functions or processes which can stop practitioners from building relationships and responding to the real issues faced by those they support. The Contractor(s) must build in the flexibility needed to address the Client's immediate needs and the time necessary to build a relationship of trust.

9. Evidence-Based Practices (EBPs)

- a. ACPD recognizes that EBPs are essential to improving the effectiveness of services and realizes that EBPs have not been developed for all populations and/or service settings. If an EBP exists for the population and type of challenges or disorders being addressed, the expectation is that EBP will be utilized. If one does not exist but there are evidence-informed and/or culturally promising practices that are appropriate or can be adapted, these interventions should be implemented.
- b. All Contractors must be aware of and, as Appropriate, utilize the principles of Evidence-Based Correctional Practices, established by the [Office of Justice Programs](#), which provide an outline for Best Practices in the field. Six fundamental principles of Evidence-Based Correctional Practice are widely accepted within the criminal legal system as

strategies to reduce future criminal behavior. The Contractor(s) may work with the Participant's supervising agency to incorporate these principles into their services.

c. **Risk-Need-Responsivity Framework (RNR)**

(1) The actuarial assessment of Participants—reliably and validly—is essential to match people returning from prisons, jails, and juvenile facilities with correctional interventions that fit their individual risks and dynamic needs. Most Clients have a COMPAS assessment conducted by their DPO or other law enforcement agency. The Contractor(s) must reach out to the Supervising agency to gain access and information about the Client's risk and needs assessment and incorporate that information into their service model.

(a) **Risk:** Risk refers to the probability an individual will commit an additional offense. The level of interventions each individual receives should be matched to that individual's risk of reoffending, based on static factors (e.g., age at first arrest, history of arrest, current age) and dynamic factors (e.g., substance abuse, antisocial attitudes). People at higher risk of reoffending should receive more intensive interventions.

(b) **Need:** Criminogenic need refers to factors that research has shown have a direct link to offending and can be changed. Each individual's criminogenic needs will be identified in their COMPAS assessment and their programming must be targeted to meet those needs. People at higher risk of reoffending should receive intensive treatment, while people at low risk of reoffending should receive minimal or no treatment.

(c) **Responsivity:** Maximize the individuals' ability to learn from a rehabilitative intervention by providing Cognitive Behavioral Interventions and tailoring the intervention to each individual's learning style, motivation, abilities, and strengths.

d. **Determine Dosage and Intensity of Services**

(1) Higher-risk Participants require significantly more structure and services than lower-risk Participants.

e. **Address the Participant's Greatest Dynamic Risk Factors**

(1) The greatest emphasis must be placed on addressing those needs that are most closely associated with criminal behavior. Certain Dynamic Risk Factors (such as substance use, attitudes, peers and Family, and employment status) have been

shown to be particularly important factors in predicting future Recidivism and may be viewed as primary targets for intervention.

f. Prioritize High Risk and Needs

- (1) Prioritize resources for Participants who are at higher risk to recidivate.

g. Enhance Intrinsic Motivation

- (1) Staff must be able to relate to Participants in interpersonally sensitive and constructive ways to enhance their intrinsic motivation. Research findings suggest that Motivational Interviewing and other Cognitive Behavioral communication techniques can effectively enhance the Participant's desire to initiate and maintain behavior changes.

h. Cognitive Behavior Programming and Coaching

- (1) Cognitive Behavioral interventions have been shown effective with both adult and juvenile populations. These strategies are focused on changing the individual's thinking patterns to change future behavior. The most effective interventions provide opportunities for individuals to practice new behavior patterns and skills with feedback from Staff. Contractors must infuse Cognitive Behavioral Interventions into their program.

11. Restorative Practices

- a. The Contractor(s) must utilize restorative practices. Restorative practices are processes that proactively build healthy relationships and a sense of community to prevent and address conflict and wrongdoing while respecting the dignity and equality of each person. Implementing restorative practices builds understanding and promotes social harmony through healing; provides an opportunity for participants to obtain reparation and feel safer; and allows those who have committed wrongdoing to gain insight into the causes and effects of their behavior and to take responsibility in a meaningful way.
- b. ACPD believes mistakes and setbacks can be a natural part of the reentry process. ACPD understands that within a restorative framework, Contractor(s) may temporarily suspend access to services for a Participant whose attitudes or behavior is unfit or unsafe. However, the Contractor(s) must use a timely restorative process to re-engage Participants safely and efficiently to allow them to regain access to services. The goal is to hold Participants accountable while allowing them the opportunity to reconnect to services.

12. Compliance with Laws & Regulations

- a. The Contractor(s) must comply with all relevant laws and regulations in the performance of work in furtherance of the Contract established pursuant to this procurement.



EXHIBIT G

ALAMEDA COUNTY PROBATION DEPARTMENT REALIGNMENT/RE-ENTRY MEETING SCHEDULE

Below is a list of ongoing meetings. Contact names and locations are listed for the workgroups. All meeting dates are subject to change. Please see the ACPD's [website](#) for updated meeting dates/times. Notice will be given according to the [Brown Act](#).

REALIGNMENT AND RE-ENTRY MEETINGS	DAY, TIME AND LOCATION
Community Advisory Board (CAB) Vincent Garrett, Chair Contact: Vincent Garrett, vgarrett@peralta.edu	1 st Tuesday of the month from 6:15 pm - 8:15 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Joint Community Corrections Partnership (CCP) & Community Corrections Partnership Executive Committee (CCPEC) CPO Brian Ford, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	3 rd Monday of January, May, September and November from 1:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Community Corrections Partnership Executive Committee (CCPEC) CPO Brian Ford, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	3 rd Monday of March and July from 1:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Fiscal and Procurement Workgroup CPO Brian Ford, Chair District Attorney, Co-Chair Contact: Janene Grigsby, jagrigsby@acgov.org	1 st Tuesday of February, March, April, May, June, August, November and December from 3:00 pm to 5 pm 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
Process and Evaluation Workgroup PD Brendon Woods, Chair Brendon.Woods@acgov.org Contact: Rodney Brooks, Rodney.Brooks2@acgov.org	1 st Wednesday of the month from 10:00 am to noon 1401 Lakeside Drive 4 th Floor, Room 400, Oakland
Programs and Services Workgroup Janene Grigsby, Chair Contact: Janene Grigsby, jagrigsby@acgov.org	4 th Thursday of January, July, September and October from 10:00 am to noon 1111 Jackson Street 2 nd Floor, Rooms 226-228, Oakland
CCP Subcommittee (Generational Health & Generational Wealth) Meetings Contact: Janene Grigsby, jagrigsby@acgov.org	TBD