



ALAMEDA COUNTY PROBATION DEPARTMENT

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

WENDY STILL, MAS
Chief Probation Officer

November 28, 2018

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

SUBJECT: AWARD CONTRACTS FOR AB109 DIRECT SERVICES: FAMILY REUNIFICATION; MASTER CONTRACT NO. 901654; AMOUNT: \$741,999

Dear Board Members:

RECOMMENDATIONS:

Authorize the Purchasing Agent to negotiate and execute contracts (Master Contract No. 901654) to provide family reunification services to the Alameda County Probation Department's adult realigned client population, for a one-year term with the approximate date range of 1/1/19 – 12/31/19, in the amount of \$741,999 with the following vendors:

- A. Procurement Contract No. 17657; Centerforce (Principal: Dolores Lyles; Location: Oakland), in the amount of \$499,622;
- B. Procurement Contract No. 17658; Chinese for Affirmative Action (Principal: John Fong; Location: Oakland), in the amount \$143,260; and
- C. Procurement Contract No. 17659; Tri-Cities Community Development Center (Principal: Horacio Jones; Location; Newark), in the amount of \$99,117.

DISCUSSION/SUMMARY:

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

ACPD is seeking to contract with qualified vendors to provide family reunification services to reentry clients throughout Alameda County. The need for Family Reunification services for reentry clients was identified by the Community Corrections Partnership-Executive Committee in late 2016 after Chief Still and the Programs and Services Workgroup held a number of “listening sessions” with community members, current and previous clients, community-based organizations, and other stakeholders to identify gaps in critical programming areas for the target population. According to the results of these sessions and other feedback portals and current national data on effective reentry programming, family reunification was identified as a gap in our existing service provision and a necessary component of successful reentry from incarceration. Programs will use an evidence-based approach that provides targeted treatment, services, and interventions that meet the individualized needs of clients, children, and families, as well as ensure child safety at all times. The selected programs will serve as many as 320 clients throughout the term of their contract. Centerforce will serve 180, Tri-Cities will serve 120, and Chinese for Affirmative Action will serve 20.

SELECTION CRITERIA/PROCESS:

ACPD has determined that Alameda County does not currently have the resources to provide family reunification services.

ACPD worked with General Services Agency (GSA)-Procurement to develop a Request for Proposal (RFP), which was issued on June 21, 2018, posted on the website for 41 days, emailed to 20 interested vendors, and sent to the subscribers of E-Gov Goods and Services – Current Contracting Opportunities mailing services. One networking/bidders conference was held and attended by six vendors.

On August 1, 2018, five responses to the RFP were received. Two bidders were disqualified for submitting an incomplete bid response; the remaining three responses were interviewed and evaluated by the Alameda County Selection Committee. A maximum total of 525 evaluation points were available for this RFP. The total evaluation points include 25 preference points derived from a 5% preference for certified Small Local Emerging Business (SLEB) vendors. As part of the RFP, bidders were required to be a local vendor based in Alameda County.

All three bidders are being recommended for award. Two vendors are SLEB certified: (1) Centerforce; Principal: Dolores Lyles; Location: Oakland (Certified Small: 16-00033; Expires: 4/30/19); and (2) Chinese for Affirmative Action; Principal: John Fong; Location: Oakland (Certified Small: 18-00047; Expires: 5/31/19). Tri-Cities Community Development Center is a non-profit community-based organization providing services on behalf of the County directly to County clients and is exempt from meeting the SLEB requirement; the Office of Acquisition Policy has issued SLEB Waiver No. 5596 (Expires: 12/31/19).

The following is the evaluation summary:

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Centerforce</i>	<i>Oakland, CA</i>	<i>Yes</i>	<i>Yes</i>	<i>439</i>
<i>Tri-Cities Community Development Center</i>	<i>Newark, CA</i>	<i>Yes</i>	<i>No</i>	<i>340</i>
<i>Chinese for Affirmative Action</i>	<i>Oakland, CA</i>	<i>Yes</i>	<i>Yes</i>	<i>306</i>

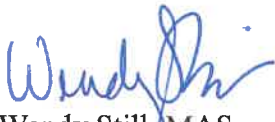
FINANCING:

Funding will come from the FY 2016-17 AB 109 Public Safety Realignment Allocation approved by your Board on 12/6/2016 (Item No. 27.1) and is currently contained in the AB 109 Designation Account. No additional appropriations are required and there is no increase in net County cost.

VISION 2026 GOAL:

Family reunification services meets the 10X goal pathway of a **Crime Free County** in support of our shared vision of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Wendy Still, MAS
Chief Probation Officer, CCP-EC Chair
Alameda County Probation Department



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

Attachment

WAH:LL:pb\I:\Board Letters\Purchasing\FY 2018-19\901654 BL Family Reunification.docx

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

CONTRACT SUMMARY
AB109 Direct Services: Family Reunification
Master Contract No. 901654

Total Contract Summary
January 1, 2019 – December 31, 2019

Vendor	Location	Dollar Value of Contract Award	Local Participation		Small and Local Participation		Emerging and Local Participation	
			Percentage	Dollar Amount	Percentage	Dollar Amount	Percentage	Dollar Amount
Centerforce Principal: Dolores Lyles Certified Small: 16-00033 Expiration: 4/30/2019	1904 Franklin Street, Suite 418 Oakland, CA 94612	\$499,622	100%	\$499,622	100%	\$499,622	0%	\$0
Chinese for Affirmative Action Principal: John Fong Certified Small: 18-00047 Expiration: 5/31/2019	416 8 th Street Oakland, CA 94607	\$143,260	100%	\$143,260	100%	\$143,260	0%	\$0
Tri-Cities Communities Development Center Principal: Horacio Jones SLEB Wavier No. 5596 Expiration: 12/31/2019	37620 Filbert Street Newark, CA 95391	\$99,117	100%	\$99,117	0%	\$0	0%	\$0
Total Dollar Value of Contract Award			Total Local Participation		Total Small and Local Participation		Total Emerging and Local Participation	
\$741,999			\$741,999		\$642,882		\$0	

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 2/8/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Chinese for Affirmative Action, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Family Reunification services which are more fully described in Exhibit A hereto; and

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

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

Exhibit A	Specifications
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification

The term of this Agreement shall be from February 1, 2019 through January 31, 2020.

The compensation payable to Contractor hereunder shall not exceed One Hundred Forty Three Thousand Two Hundred Sixty dollars (\$143,260) for the term of this Agreement.

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

COUNTY OF ALAMEDA	CHINESE FOR AFFIRMATIVE ACTION
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By: DocuSigned by:
John Glann
EB371BC6D6094BF Signature

By: DocuSigned by:
Vincent Pan
F006A5EFA16444B Signature

Name: John Glann
(Printed)

Name: Vincent Pan
(Printed)

Title: Purchasing Manager

Title: Co-Executive Director

Date: 2/8/2019

Date: 2/8/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD425 Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 2/8/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Probation Department
1111 Jackson Street, 9th Floor
Oakland, CA 94607
ATTN: Deborah Anderson

To Contractor: CHINESE FOR AFFIRMATIVE ACTION
17 Walter U. Lum Place
San Francisco, CA 94108
ATTN: Vincent Pan

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 Family Reunification Services shall not exceed \$143,260 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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

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

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

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

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

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

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

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide family reunification services with the Requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901654, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligation under this Agreement.

II. PROJECT TEAM

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

Name	Title
Eddy Zheng	Project Director
Ben Wang	Project Director
Ke Lam	Reentry Navigator (Lead)
	Reentry Navigator

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

equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

III. PROGRAM FRAMEWORK

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

- A. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the realigned population. Contractors in each of the desired service areas shall have the cultural competency required to successfully serve the target population. 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 sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
- B. **Geographically Responsive:** Contractor's services must be accessible to the clients who need them. Services shall be located in or near the communities served. In instances where this cannot be achieved, comprehensive methods to address transportation needs must be included. Beyond transit passes, this may include such additional elements (on a case-by-case basis) of the logistics and competency to use public transit, logistics of acquiring a car and insurance, carpooling opportunities, childcare near transit lines, etc.
- C. **Coordination Across Disciplines:** Clients in the realigned population tend to be served in multiple systems and may have multiple service coordinators, as well as a probation officer who serves as the ultimate case manager. Contractor shall coordinate/collaborate across service systems (e.g., with healthcare, mental health, social services, housing providers, etc.) as well as with probation officers and others providing case management functions for the same clients, with the goal to maximize coordination and minimize redundancy in supports. Contractor shall have service coordination built into its services for these funds, and this coordination shall focus on achievement of each clients' education or employment goals, as well as the communication and linkages with other care management and service providers required to achieve those goals.
- D. **Representation of the Formerly Incarcerated on Staff:** Formerly incarcerated individuals are known to be highly effective care providers, especially in the area of peer-to-peer mentoring. They serve as role models, provide shared perspective, and demonstrate to clients that education and employment are attainable goals as well as steps toward a stable lifestyle. Contractor shall demonstrate the incorporation of the formerly incarcerated

into their staffing for this project, whether already hired, or expected to be hired upon contract award.

- E. **Fundamental Principles of Evidence-Based Correctional Practice:** Descriptions and examples of what are considered best practices in reentry can be found through the Counsel of State Governments Justice Center in the “What Works in Reentry Clearinghouse” which can be found at <http://whatworks.csgjusticecenter.org>.

Below is the federal Department of Justice’s description of the Fundamental Principles of Evidence-Based Correctional Practice. The following principles of Evidence-Based Correctional Practices are established by the Office of Justice Programs and provide an outline for best practices in the field. Based upon reliable research findings, there are six fundamental principles of evidence-based correctional practice that are widely accepted as strategies to reduce future criminal behavior. Contractor shall incorporate these principles into their services.

1. **Objectively Assess Criminogenic Risks and Needs:** Maintain a comprehensive system to establish risk screening and needs assessment. The actuarial assessment of clients—in a reliable and valid manner—is essential for the effective supervision and treatment of people returning from prisons, jails, and juvenile facilities (Andrews and Bonta, 2010). The levels of supervision and services for individual clients must be matched to individual risk and need.
2. **Enhance Intrinsic Motivation:** Staff must be able to relate to clients in interpersonally sensitive and constructive ways in order to enhance their intrinsic motivation. Research findings suggest that motivational interviewing or other cognitive-behavioral communication techniques can effectively enhance the client’s desire to initiate and maintain behavior changes (Miller and Rollnick, 2002; Miller and Mount, 2001).
3. **Target Higher-Risk Clients:** Prioritize primary supervision and treatment resources for clients who are at higher risk to re-offend. Consistent findings from a wide variety of recidivism studies show that supervision and treatment resources focused on lower-risk clients produce little if any positive effect on the rates of subsequent criminal behavior (McGuire, 2001, 2002) and can at times increase the risk level of low-risk clients. Maximum benefit is gained only when intervention resources are directed to moderate- and high-risk clients.

4. **Address Clients' Greatest Criminogenic Needs:** The greatest emphasis must be placed on addressing those needs which are most closely associated with criminal behavior. When the factors that lead the client to commit crimes are effectively addressed, that person is less likely to commit crime (Elliot, 2001).
 5. **Use Cognitive-Behavioral Interventions:** These strategies are focused on changing the client's thinking patterns in order to change future behavior. The most effective interventions provide opportunities for participants to practice new behavior patterns and skills with feedback from program staff (Andrews and Bonta, 2010).
 6. **Determine Dosage and Intensity of Services:** Higher-risk clients require significantly more structure and services than lower-risk clients. High-risk clients should receive a minimum of 300 hours of cognitive-based interventions, moderate-risk clients should receive a minimum of 200 hours, and low-risk clients should receive a minimum of 100 hours of cognitive-based interventions. Additionally, during the initial three to nine months post-release, 40%–70% of high-risk clients' free time needs to be occupied with delineated routine and appropriate services (Bourgon and Armstrong, 2006; Latessa, 2004; Gendreau and Goggin, 1995).
- F. **Trauma-Informed Care (TIC):** Contractor must design activities in such a way that prevents re-traumatization; services must respond to behavioral problems as maladaptive coping mechanism in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust.
- G. **Gender Responsive Services:** Contractor must design activities in such a way that create an environment that responds to the realities of the lives of women and address their strengths and challenges.
- H. **Developmentally Appropriate:** Contractor must provide age-appropriate and prosocial programs to children at different development ages while parents are involved in the criminal justice system.
- I. **Understanding Experiences:** Contractor must address how clients and family members frame what has happened to them in the past and help reinforce the importance reconnection and reunification.
- J. **Coping Strategies:** Contractor must help clients and family members transform maladaptive coping methods into healthier, more productive strategies.
- K. **Social Support:** Contractor must include strategies for helping clients build prosocial protective factors that will enhance the success of family

reunification interventions.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall address the following administrative requirements:

A. Background Checks

1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by State law.
2. As appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport clients), and professional licensing records.

B. Staff Development and Training Plan

1. Contractor(s) shall have and maintain current job descriptions on file with Alameda County Probation Department (ACPD) for all personnel whose salaries, wages, and benefits are funded through the AB109 Direct Service Grants Program. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
2. Contractor(s) shall agree to provide staff, at no additional cost to the County, with all trainings required by ACPD including but not limited to evidence based practices and core competencies on working with justice-involved individuals. The Criminal Justice Information Systems(CJIS) NexTEST Training and Exam and/or CJIS Security and Awareness Training and Exam are required for all peer mentors and other applicable staff,
 - a. The County shall register the Contractor with the CJIS, CLETS.
 - b. Contractor shall designate a staff member (e.g., Supervisor and/or Liaison officer) to be responsible for managing the online training and testing for all Contractor staff.

C. Funding Acknowledgments

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

This work was supported by the Alameda County Probation Department, AB109 Direct Services Family Reunification Program, Master Contract No. 901654.

V. SPECIFIC REQUIREMENTS

- A. **Target Population:** Contractors shall serve adult realigned clients, which is comprised of men and women, 18 years of age and older that are under the supervision of the ACPD.
- B. **Referral Process:** Clients shall be referred to the Contractor by the client's ACPD Deputy Probation Officer prior to release from custody and upon completion of a comprehensive, evidence-based criminogenic risk and needs assessment. Participation in the Family Reunification program will be added to the client's Case Plan.
1. Contractor shall be able to serve a minimum of 20 eligible clients (pending referral and/or approval by ACPD) over the initial 12-month contract period.
- C. **Service Requirements:** Contractor shall provide a comprehensive Family Reunification Program that's theoretical framework is tied to a proven research practice and demonstrates positive results to the target population, meeting the following requirements:
1. **Individualized Needs Assessments**

Prior to reunification, the Contractor shall administer an evidence-based, individualized needs assessment tool that adequately assesses the strengths and needs of children and families as well as addresses any risk or safety factors with the goal of ensuring safe, timely reunification decisions while minimizing the risk of harm and retraumatization. This needs assessment tool must work in concert with the client-level risk and needs assessment tool conducted by the Deputy Probation Officer (DPO) at intake. Assessment tool must be approved by ACPD prior to being implemented.

2. Collaborative Case Planning

Contractor shall work closely with the supervising DPO, the client and their family members to engage them in the case planning process for a strengths-based, wrap-around case planning process. Based on feedback from the client and family, the DPO and the Contractor shall collaboratively create a Case Plan that addresses the real needs of the client, reduces critical barriers to success, and reinforces the reentry infrastructure with the goal of supporting long-term reentry success.

3. Intensive Case Management

Targeted and intensive case management services meet the individualized needs of children and families and utilize healthy reconnection strategies are key to achieving family reunification and ensuring child safety. Contractor shall provide well-coordinated, intensive case management services to target clients and their families beginning prior to release and continuing throughout the reentry process. Case management shall be responsive to client and family needs and available outside of business hours and in the community, including home-based services.

4. Pre-Release Services & Support

Contractor shall work closely with client's families pre-release to promote healthy family connections and provide support to the whole family while a client is incarcerated and throughout the release process. Contractor shall provide support and education for incarcerated parents to help them parent their children while incarcerated and prepare for reunification after their release including the distribution of family-focused community resources. Additionally, Contractor shall provide transportation support and financial assistance to children and family members to encourage appropriate and timely communication and visitation (e.g., transportation to visitation and flexible funds for collect phone calls from jail/prison). Contractor may also provide additional services to clients and families pre-release that are not listed here.

5. Transition/Reentry Services & Support

Throughout the transition from incarceration and reentry to the community, Contractor shall provide customized programming that has been developed using a proven research practice based on the assessed needs and case plan that shall include all or some of the

following. Contractor has a strong foundation of evidence that determines the dosage of programming.

- a. **Concrete Services & Support** – Contractor shall directly provide or provide linkages to needs-based, concrete services such as food, transportation, housing and utility assistance, and employment support. Contractor shall work access community resources and work closely with other AB109 Direct Service providers to ensure client and family needs are met throughout the reentry process, in an effort to reduce additional stress on the reentry infrastructure.
- b. **Evidence-Based Classes and/or Workshops** – Contractor shall provide resources and training to the client and family members on critical subjects like parenting, healthy communication, financial health, etc. that address critical deficiencies, help to remove barriers, and provide encouragement for reconnection and reunification. All classes and workshops shall encourage completion in a reasonable time frame and utilize an evidence-based, evaluated core curriculum.
- c. **Individual and Family/Group Counseling** – Contractor shall provide Cognitive Behavioral Therapy (CBT) and/or counseling services on an individual and family/group level for each client and their family members with the goal of further developing the familial bond, enhancing the connection between parent and child, and reinforcing the client’s support system that will promote successful reentry and reduce the likelihood of re-offense. Counseling services shall be conducted by qualified clinicians and address issues including substance abuse and domestic violence. Contractor shall provide frequent and ongoing sessions based on the needs of each client and the relationship with their family.

At the request of ACPD staff, Contractor will provide family and group counseling and/or CBT sessions at Probation locations:

- (1) Probation Center: 400 Broadway, Oakland, CA
- (2) East County Hall of Justice: 5151 Gleason Drive, Dublin, CA
- (3) Hayward Probation Office: 24085 Amador St., Hayward, CA

- d. **Support Groups** – Contractor shall facilitate or connect clients and family members with support groups for reentry clients, children of incarcerated parents, and members of the reentry infrastructure. Support groups shall be guided by an established and evaluated core curriculum and facilitated by a certified facilitator.
- e. **Other Services & Supports Based on Client Need** – Contractor shall provide or refer client to additional services and supports based on the outcomes of the validated needs assessment and case plan. Contractors shall be responsive to the varying and unique program needs of each client and their family members. These services may include, but are not limited to, the following: legal services, obtaining identification, child support services, and transportation. All services provided shall be evidence-based and/or data-driven with a history of producing positive prosocial outcomes and reducing the likelihood of re-offense. Any referrals shall include direct follow-up.

6. Program Support for Reunification & Permanency Planning

In addition to providing services that are linked to reunification and stability, Contractor shall include and engage families in the planning and selection of services and the assessment of progress. Contractor shall work with the client, children, and family members to maintain open and honest communication about mutually established goals for reunification while ensuring the necessary supports are in place to promote healthy and appropriate reunification not based on any arbitrary timeframe, but on the progress of each individual relationship. Based on the results of the needs assessment, the Contractor shall systematically plan, from the earliest point, for reunification and permanency, taking into consideration family history, relationships, health factors, emotional functioning and the community environment.

7. Post-Reunification Services

Contractor shall provide follow-up services that enhance parenting skills, provide prosocial supports, connect families to basic resources, and address children’s behavioral and emotional needs to prevent re-traumatization and permanency issues.

8. Case Coordination and Reduction/Removal of Barriers to Successful Reentry

Contractor(s) will work collaboratively with clients and family members, Probation staff, and community-based partners to ensure that each client's personalized Case Plan is comprehensive, responsive and accomplishes the following:

- a. Identifies the appropriate programming dosage and service provision for the client;
- b. Addresses client needs and barriers that exist that may affect productive program participation;
- c. Provides referrals and linkages to community-based services that will support long-term reentry success;
- d. Outlines completion timeline and outcomes; and
- e. Results ultimately in the successful completion of Probation.
- f. Based on the needs identified in the Case Plan, Contractor will provide or partner with other community providers essential barrier removal support, working collaboratively across systems to address education, housing, transportation and other critical needs that lead to sustainable employment and long term job retention.
- g. Communicate regularly with the DPO about case status, significant occurrences, and progress.

9. Concrete Services & Financial Support

Contractor shall offer clients concrete services and financial support to ensure clients are able to participate in programming without additional stress and in an effort to reduce barriers to program participation.

10. Partnership & Collaboration Requirements

Contractor shall have and maintain active partnerships with other community-based organizations that provide support services to target clients. These should include organizations that can provide legal, financial, emotional, and social supports to clients. Contractor shall provide client and family members with warm connections to these services providers and engage in follow-up throughout.

D. Program/Contractor Specific Requirements

Contractor shall meet the following requirements:

2. Service Delivery Site(s):
 - a. Contractor's primary service location shall be:

416 8th Street
Oakland, CA 94607
 - b. Contractor shall provide transportation assistance, such as public transit passes and carpools, whenever appropriate.
3. Contractor provide free bicycle giveaways—and will offer free bicycles and tune-ups to all participants in this program
4. Prior to release, Contractor will connect eligible clients to the program and engage in a variety of activities to prepare them for their reentry journey back to Alameda County.
 - a. Contractor shall sponsor a weekly class at San Quentin state prison.
 - b. Through the *Restoring Our Original True Selves* (ROOTS) program, Contractor shall conduct a number of healing circles and activities that incorporate restorative justice concepts, trauma-informed healing, and cross cultural building.
 - c. In order to most effectively bridge the pre-release planning with a smooth reentry, Contractor's same staff will be involved in both prerelease and reentry services.
 - (1) Contractor's staff must include experienced, formerly incarcerated Reentry Navigators that will gain and build trust with clients.
5. Contractor will provide family support groups to family members during the pre-release process. The support groups shall include, but not be limited to, the following: healing circle activities to explore trauma, acceptance, and healing strategies related to family reunification.
 - a. Upon release, Contractor will have clients join the family support groups and healing circle activities. The healing circles will also address the impact of incarceration, including intergenerational trauma, stigma/shame, and social isolation.
6. Engagement Barriers:
 - a. In order to address engagement barriers among family members, Contractor shall provide transportation assistance,

help arrange childcare, and conduct culturally relevant support groups and healing circle activities.

7. Assessment Tool:
 - a. Contractor shall utilize an evidence-based individualized needs assessment that was adapted from a reentry intake form developed from Alameda County *Innovations in Reentry* projects. This intake form shall identify the following topics:
 - (1) Strengths, interests, and support systems;
 - (2) Short-term, medium-term, and long-term goals;
 - (3) Needs, triggers, and barriers; and
 - (4) Family members and community members who serve as gatekeepers to reunification efforts.
 - b. Contractor shall determine dosage and intensity of services by prioritizing higher-risk clients as determined by the individualized needs assessment and collaborative case planning process.
 - c. Contractor shall work closely with the DPO, the client, and their family members on a strengths-based, wrap-around case planning process.
 - d. Contractor shall develop a customized case plan that is responsive to each client's criminogenic factors. Contractor will actively engage all parties in this process, including the DPO and family members on the case plan and dosage.
8. Based on the case plan, Contractor shall provide responsive case management services that are based on the following components:
 - a. Communication: Contractor shall conduct one-on-one check-ins via in-person meetings, phone calls, and text messages, at least 3-5 times per week;
 - b. Peer Support: Reentry Navigators shall provide peer support and build a strong foundation of trust with clients; and
 - c. Crisis Management: Reentry Navigators shall serve as on-call crisis managers to respond to urgent situations and prevent conflicts or emotional triggers from escalating.

9. Contractor shall provide pro-social programs to children at different development ages while parents are incarcerated. Contractor shall incorporate the child's needs into the assessment and case planning process, making referrals when needed.
10. Contractor's program shall target client's greatest criminogenic needs in its case management, referrals, healing activities, and family reunification efforts. These needs shall include, but are not limited to, the following:
 - a. Anti-social cognition;
 - b. Anti-social companions;
 - c. Anti-social personality/temperament; and
 - d. Family and/or Marital
11. Contractor shall utilize cognitive-behavioral interventions to teach clients skills that emphasize mindfulness and practical tools, including but not limited to the following:
 - a. Writing and journaling;
 - b. Relaxed breathing and mindfulness practice;
 - c. Identifying triggers;
 - d. Developing realistic goals; and
 - e. Practicing positive sleep habits.
12. Contractor shall provide opportunities for clients and family members to build social support networks through "community immersion" activities and events (e.g., cultural fairs, cultural performances, community health events, educational workshops and reentry speaking engagements, neighborhood cleanups, and events at faith-based settings).
13. Contractor shall provide concrete services support for each client in navigating reentry. Contractor shall work closely with ACPD to connect clients to community-based stabilization and support services.
 - a. Contractor shall appropriately refer clients to community providers who provide direct services including, but not limited to: substance use disorder treatment, behavioral health care services, education, employment, career technical

education, family reunification, and connections to higher education.

- b. Contractor shall connect clients to workforce partners to provide job placement support for participants and training workshops for Reentry Navigation that will help client’s establish a career pathway, better understand educational options, and provide access to health care.

14. Contractor’s key tasks and key personnel responsible shall be as follows (summarized in the table below):

Key Task	Personnel Responsible
Work closely with Alameda County Probation Department (ACPD) to receive referrals and conduct collaborative case planning	Project Director
Provide pre-release services to individuals in custody and their family members to build trust, identify needs, and develop a family reunification reentry plan	Reentry Navigators
Provide intensive case management, concrete services & support, family support groups, and healing circles	Reentry Navigators
Provide family reunification activities, events, and continuous support	Project Director Reentry Navigators

E. Program Timeline

The tables below shall serve as an estimated timeline for Contractor’s programs and/or services:

Client Service Timeline (by month)	1	2	3	4	5	6	7	8	9	10	11	12
Referral: ACPD refers client to Contractor												
Pre-release: Needs assessment, visits, case planning, family support groups												
Release: Family reunification services, intensive case management, support groups and workshops, concrete services												
Post-Reunification Services: Continuous support, community immersion activities, pro-social supports												

Program Timeline			
Participant Deliverables and Milestones	Tasks	Timeframe	Programmatic Outcomes
PRE-RELEASE ▪ Client referral is completed prior to	Complete intake/referral form	3 months prior to release from custody, when possible	20 Probation clients referred to the program

<p>release from custody</p> <ul style="list-style-type: none"> ▪ Comprehensive needs assessment and case planning process is completed ▪ Family members are engaged in program activities 	Initiate contact with client (visit, mail correspondence, or phone call)	Within 15 days of referral	80% of clients received contact within 15 days of referral
	Conduct evidence-based needs assessment	Within 30 days of the referral	80% of clients received assessment within 30 days of referral
	Collaborative case plan is developed	Within 30 days of assessment	80% of clients received case plan within 30 days of assessment 50% of clients assessed will receive services by each category of service provision within 30 days of the assessment.
	Initiate contact with family members	Within 15 days of referral	60% of clients that were able to contact and/or visit an incarcerated family member in jail or prison.
	Facilitate weekly family support groups	Weekly basis	
	Support family members' participation needs, such as childcare, transportation, and funds for collect phone calls.	Ongoing	
<p>RELEASE</p> <p>As clients and family members reunite, they receive comprehensive, holistic, wraparound support</p>	Provide intensive case management services and referrals	Within 15 days of release, for 3 months	75% of clients needing barriers removed had one or more barriers removed within 60 days of enrollment.
	Facilitate family reunification support groups and workshops	Weekly basis, for 3 months	50% of clients who completed the program did not reoffend or recidivate for 6 months after release from jail or prison.
	Provide concrete services and referrals	Within 15 days of release, for 3 months	75% of clients felt they were able to establish meaningful relationships with children and/or family members upon release from jail/prison and during reentry.
<p>POST-REUNIFICATION</p> <p>Clients and family members receive continuous support post-reunification to enhance parenting skills, interpersonal relationships, prosocial supports, and connect families to basic resources.</p>	Provide opportunities for clients and family members to build their social support networks through "community immersion" activities and other pro-social activities.	For up to 6 months Following release phase activities	50% of clients with children in out-of-home care have been returned home and remained safely with their families. 50% of clients are able to remain reunified with their families for 12 months after release.

- F. **Program Completions, Early Exits or Discharges:** Contractor shall have a process for documenting, collecting and tracking program completions, early exits or discharges from the program and these shall be reported to ACPD on a regular basis. Contractor shall provide their measurement for “program completion.”
1. Contractor(s) will notify the supervising DPO if an active client exits the program early or is discharged with the supporting reasons and documentation. Contractor(s) will work with the client and DPO to identify an appropriate resolution and/or refer the client to another service provider for necessary services.
- G. **Staffing Requirements:** Contractor must staff their proposed program with staff members who have qualifications and experience relevant to training in the proposed sector(s) in which the training will be provided. Program staff, particularly supervisory staff, will have experience in all facets of implementing evidenced-based programs including assessment, participating in evaluation, goal setting, analysis and ongoing program evaluation and modification to ensure goals and outcomes are met.
- H. **Data Collection Requirements:** Contractor shall regularly collect and track data about referred, enrolled, and completed participants. While each contractor may use its own system for data collection, all requested participant and outcome data must be shared with ACPD per the report schedule below. Contractor(s) must agree to the County’s standard data sharing agreement terms.

VI. DELIVERABLES

- A. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.
- B. The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.
1. How much was done?
 - a. Number of Probation clients referred to the Family Reunification Program provider(s).
 - b. Number of clients and associated family members receiving a needs assessment and case plan promoting family reunification.

- c. Number of clients enrolled in each Family Reunification program by geography and demographics.
2. How well was it done?
 - a. Of the clients referred by ACPD, the number/percent who received an evidenced-based assessment within 30 days of the referral.
 - b. Of clients assessed, the number/percent who received services by each category of serve provision within 30 days of the assessment.
 - c. Of clients assessed, the number/percent who received a collaborative case plan within 30 days of the assessment.
 - d. Of clients assessed, the number and type of barrier removal services provided.
 3. Are participants better off?
 - a. 75% of clients needing barriers removed had one or more barriers removed within 60 days of enrollment.
 - b. 50% of clients who completed the program did not reoffend or recidivate for 6 months after release from jail or prison.
 - c. Number and percentage of clients that were able to contact and/or visit an incarcerated family member in jail or prison.
 - d. Number and percentage of clients who felt they were able to establish meaningful relationships with children and/or family members upon release from jail/prison and during reentry.
 - e. Number and percentage of clients with children in out-of-home care that have been returned home and remained safely with their families.
 - f. Number and percentage of clients that are able to remain reunified with their families for 12 months after release.

VII. REPORTS

A. Monthly Reports

1. Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for

the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:

a. Monthly Reporting - Client

- (1) Name of the client served each month
- (2) Probation case number (if applicable)
- (3) Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
- (4) Types of services provided by client
- (5) Number of counseling hours provided to client for the month
- (6) Total unduplicated clients served for the month
- (7) Cumulative total unduplicated active clients in the program
- (8) Date of Assessment Completion
- (9) Date of Case Plan Creation
- (10) Program Completion, Exit & Discharge outcome information (i.e., Program Violation, Probation Violation, Arrested, Completed Program Successfully, Relocated, etc.)
- (11) Additional outcome information, as required

b. Monthly Reporting – Staff

Alameda County Probation Department supports the County's Re-entry Hiring Program—employment for justice-involved individuals.

Contractor shall submit a monthly report on the number of staff that are currently justice-involved or have previously been incarcerated. The report must provide, at minimum, the following information:

- (1) Number of employed justice-involved individuals;
- (2) Job Title/Position;

(3) Hire Date

B. Bi-Annual Progress Reports

1. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst discussing the outcomes detailed above and any additional outcome information at ACPD's request. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

C. Referral/Service Status Reports

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

D. Release/Consent Information

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

3. The refusal of an individual to sign consent for release of information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided.
- E. Additionally, all Contractors must participate in the Probation Department's program evaluation efforts. These evaluations will utilize existing data required in monthly reports before adding new data. Data will be utilized to document services provided, and the short and intermediate impact or outcome of those efforts (during the time that Contractor is in contact with client).

**EXHIBIT B
PAYMENT TERMS**

1. Within thirty (30) days upon receipt and approval of invoice, County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following:

a. Personnel Costs

- (1) Contractor shall invoice the County no more than an average of \$10,453.58/month for personnel costs;
- (2) Shall not exceed \$125,443/year;
- (3) Contractor agrees that Personnel funded through this contract shall be able to serve a minimum of 20 eligible clients (pending referral and/or approval by ACPD) over the initial 12 month contract period; and
- (4) The table below shall be a cost estimate for personnel:

A – Personnel	
Project Director	\$21,888
Reentry Navigator, Lead	\$50,924
Reentry Navigator	\$29,174
Subtotal	\$101,986
B - Fringe Benefits	
Actual at 23% of Personnel	\$23,457
Total Maximum Personnel Cost	\$125,443

b. Client Financial Support for Concrete Services

- (1) Shall be reimbursed to the Contractor for the amount incurred to provide concrete services to the client;
- (2) Invoices shall clearly identify the specific concrete service(s) provided per client each month;
 - (a) Concrete services other than for client/family travel and for client/family phones calls must be pre-approved by Probation.
- (3) Shall not exceed \$2,296/year.

c. Other Direct Costs

- (1) Shall be reimbursed to the Contractor for the amount incurred to provide other direct costs as indicated in the table below; and

Other Direct Costs	
Support Group Activities	\$1,000
Project Office Supplies	\$720
Project Travel Costs	\$778
Total Maximum Other Direct Costs	\$2,498

(2) Shall not exceed \$2,498/year.

d. Indirect Costs

(1) Contractor shall invoice the County no more than \$1,085.33/month for indirect costs; and

(2) Shall not exceed \$13,024/year.

2. 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).

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

3. Total payment under the terms of this Agreement will not exceed the total amount of \$143,260. This cost includes all taxes and all other charges.

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

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, and Professional Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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


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

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

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

CONTRACTOR: Chinese for Affirmative Action

PRINCIPAL: Vincent Pan TITLE: Co-Executive Director

SIGNATURE:  F006A5EFA164449... DATE: 2/8/2019

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 2/11/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Centerforce, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Family Reunification services which are more fully described in Exhibit A hereto; and

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

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

Exhibit A	Specifications
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification

The term of this Agreement shall be from February 1, 2019 through January 31, 2020.

The compensation payable to Contractor hereunder shall not exceed Four Hundred Ninety-Nine Thousand Six Hundred Twenty-Two dollars (\$499,622) for the term of this Agreement.

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

COUNTY OF ALAMEDA

CENTERFORCE

By: DocuSigned by:
John Glann
EB371BC6D6094B Signature

By: DocuSigned by:
Dolores Lyles
C609AF3FD1E0442 Signature

Name: John Glann
(Printed)

Name: Dolores Lyles
(Printed)

Title: Purchasing Manager

Title: Executive Director

Date: 2/7/2019

Date: 2/7/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD42 Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 2/11/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Probation Department
1111 Jackson Street, 9th Floor
Oakland, CA 94607
ATTN: Deborah Anderson

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

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

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

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex,

sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all

ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

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

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable

to Contractor for its Family Reunification Services shall not exceed \$499,622 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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

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

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

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

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

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

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

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide Family Reunification services with the Requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901654, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligation under this Agreement.

II. PROJECT TEAM

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

Name	Title	Email
Dolores Lyles	Executive Director	dlyles@centerforce1.org
Alana Russaw, MPH, Psy.D	Program Manager	arussaw@centerforce1.org

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

III. PROGRAM FRAMEWORK

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

- A. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the realigned population. Contractors in each of the desired service areas shall have the cultural competency required to successfully serve the target population. 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 sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
- B. **Geographically Responsive:** Contractor's services must be accessible to the clients who need them. Services shall be located in or near the communities served. In instances where this cannot be achieved, comprehensive methods to address transportation needs must be included. Beyond transit passes, this may include such additional elements (on a case-by-case basis) of the logistics and competency to use public transit, logistics of acquiring a car and insurance, carpooling opportunities, childcare near transit lines, etc.
- C. **Coordination Across Disciplines:** Clients in the realigned population tend to be served in multiple systems and may have multiple service coordinators, as well as a probation officer who serves as the ultimate case manager. Contractor shall coordinate/collaborate across service systems (e.g., with healthcare, mental health, social services, housing providers, etc.) as well as with probation officers and others providing case management functions for the same clients, with the goal to maximize coordination and minimize redundancy in supports. Contractor shall have service coordination built into its services for these funds, and this coordination shall focus on achievement of each clients' education or employment goals, as well as the communication and linkages with other care management and service providers required to achieve those goals.
- D. **Representation of the Formerly Incarcerated on Staff:** Formerly incarcerated individuals are known to be highly effective care providers, especially in the area of peer-to-peer mentoring. They serve as role models, provide shared perspective, and demonstrate to clients that education and employment are attainable goals as well as steps toward a stable lifestyle. Contractor shall demonstrate the incorporation of the formerly incarcerated into their staffing for this project, whether already hired, or expected to be hired upon contract award.

- E. **Fundamental Principles of Evidence-Based Correctional Practice:** Descriptions and examples of what are considered best practices in reentry can be found through the Counsel of State Governments Justice Center in the “What Works in Reentry Clearinghouse” which can be found at <http://whatworks.csgjusticecenter.org>.

Below is the federal Department of Justice’s description of the Fundamental Principles of Evidence-Based Correctional Practice. The following principles of Evidence-Based Correctional Practices are established by the Office of Justice Programs and provide an outline for best practices in the field. Based upon reliable research findings, there are six fundamental principles of evidence-based correctional practice that are widely accepted as strategies to reduce future criminal behavior. Contractor shall incorporate these principles into their services.

1. **Objectively Assess Criminogenic Risks and Needs:** Maintain a comprehensive system to establish risk screening and needs assessment. The actuarial assessment of clients—in a reliable and valid manner—is essential for the effective supervision and treatment of people returning from prisons, jails, and juvenile facilities (Andrews and Bonta, 2010). The levels of supervision and services for individual clients must be matched to individual risk and need.
2. **Enhance Intrinsic Motivation:** Staff must be able to relate to clients in interpersonally sensitive and constructive ways in order to enhance their intrinsic motivation. Research findings suggest that motivational interviewing or other cognitive-behavioral communication techniques can effectively enhance the client’s desire to initiate and maintain behavior changes (Miller and Rollnick, 2002; Miller and Mount, 2001).
3. **Target Higher-Risk Clients:** Prioritize primary supervision and treatment resources for clients who are at higher risk to re-offend. Consistent findings from a wide variety of recidivism studies show that supervision and treatment resources focused on lower-risk clients produce little if any positive effect on the rates of subsequent criminal behavior (McGuire, 2001, 2002) and can at times increase the risk level of low-risk clients. Maximum benefit is gained only when intervention resources are directed to moderate- and high-risk clients.
4. **Address Clients’ Greatest Criminogenic Needs:** The greatest emphasis must be placed on addressing those needs which are most closely associated with criminal behavior. When the factors that

lead the client to commit crimes are effectively addressed, that person is less likely to commit crime (Elliot, 2001).

5. **Use Cognitive-Behavioral Interventions:** These strategies are focused on changing the client's thinking patterns in order to change future behavior. The most effective interventions provide opportunities for participants to practice new behavior patterns and skills with feedback from program staff (Andrews and Bonta, 2010).
 6. **Determine Dosage and Intensity of Services:** Higher-risk clients require significantly more structure and services than lower-risk clients. High-risk clients should receive a minimum of 300 hours of cognitive-based interventions, moderate-risk clients should receive a minimum of 200 hours, and low-risk clients should receive a minimum of 100 hours of cognitive-based interventions. Additionally, during the initial three to nine months post-release, 40%–70% of high-risk clients' free time needs to be occupied with delineated routine and appropriate services (Bourgon and Armstrong, 2006; Latessa, 2004; Gendreau and Goggin, 1995).
- F. **Trauma-Informed Care (TIC):** Contractor(s) must design activities in such a way that prevents re-traumatization; services must respond to behavioral problems as maladaptive coping mechanism in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust.
 - G. **Gender Responsive Services:** Contractor(s) must design activities in such a way that create an environment that responds to the realities of the lives of women and address their strengths and challenges.
 - H. **Developmentally Appropriate:** Contractor(s) must provide age-appropriate and prosocial programs to children at different development ages while parents are involved in the criminal justice system.
 - I. **Understanding Experiences:** Contractor(s) must address how clients and family members frame what has happened to them in the past and help reinforce the importance reconnection and reunification.
 - J. **Coping Strategies:** Contractor(s) must help clients and family members transform maladaptive coping methods into healthier, more productive strategies.
 - K. **Social Support:** Contractor(s) must include strategies for helping clients build prosocial protective factors that will enhance the success of family reunification interventions.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall address the following administrative requirements:

A. Background Checks

1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by State law.
2. As appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport clients), and professional licensing records.

B. Staff Development and Training Plan

1. Contractor(s) shall have and maintain current job descriptions on file with Alameda County Probation Department (ACPD) for all personnel whose salaries, wages, and benefits are funded through the AB109 Direct Service Grants Program. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
2. Contractor(s) shall agree to provide staff, at no additional cost to the County, with all trainings required by ACPD including but not limited to evidence based practices and core competencies on working with justice-involved individuals. The Criminal Justice Information Systems(CJIS) NexTEST Training and Exam and/or CJIS Security and Awareness Training and Exam are required for all peer mentors and other applicable staff,
 - a. The County shall register the Contractor with the CJIS, CLETS.
 - b. Contractor shall designate a staff member (e.g., Supervisor and/or Liaison officer) to be responsible for managing the online training and testing for all Contractor staff.

C. Funding Acknowledgments

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

This work was supported by the Alameda County Probation Department, AB109 Direct Services Family Reunification Program, Master Contract No. 901654.

V. SPECIFIC REQUIREMENTS

- A. **Target Population:** Contractors shall serve adult realigned clients, which is comprised of men and women, 18 years of age and older that are under the supervision of the ACPD.
- B. **Referral Process:** Clients shall be referred to the Contractor by the client's ACPD Deputy Probation Officer prior to release from custody and upon completion of a comprehensive, evidence-based criminogenic risk and needs assessment. Participation in the Family Reunification program will be added to the client's Case Plan.
 - 1. Contractor shall be able to serve a minimum of 180 eligible clients (pending referral and/or approval by ACPD) over the initial 12-month contract period.
- C. **Service Requirements:** Contractor shall provide a comprehensive Family Reunification Program that's theoretical framework is tied to a proven research practice and demonstrates positive results to the target population, meeting the following requirements:
 - 1. Individualized Needs Assessments

Prior to reunification, the Contractor shall administer an evidence-based, individualized needs assessment tool that adequately assesses the strengths and needs of children and families as well as addresses any risk or safety factors with the goal of ensuring safe, timely reunification decisions while minimizing the risk of harm and retraumatization. This needs assessment tool must work in concert with the client-level risk and needs assessment tool conducted by the Deputy Probation Officer (DPO) at intake. Assessment tool must be approved by ACPD prior to being implemented.

2. Collaborative Case Planning

Contractor shall work closely with the supervising DPO, the client and their family members to engage them in the case planning process for a strengths-based, wrap-around case planning process. Based on feedback from the client and family, the DPO and the Contractor shall collaboratively create a Case Plan that addresses the real needs of the client, reduces critical barriers to success, and reinforces the reentry infrastructure with the goal of supporting long-term reentry success.

3. Intensive Case Management

Targeted and intensive case management services meet the individualized needs of children and families and utilize healthy reconnection strategies are key to achieving family reunification and ensuring child safety. Contractor shall provide well-coordinated, intensive case management services to target clients and their families beginning prior to release and continuing throughout the reentry process. Case management shall be responsive to client and family needs and available outside of business hours and in the community, including home-based services.

4. Pre-Release Services & Support

Contractor shall work closely with client's families pre-release to promote healthy family connections and provide support to the whole family while a client is incarcerated and throughout the release process. Contractor shall provide support and education for incarcerated parents to help them parent their children while incarcerated and prepare for reunification after their release including the distribution of family-focused community resources. Additionally, Contractor shall provide transportation support and financial assistance to children and family members to encourage appropriate and timely communication and visitation (e.g., transportation to visitation and flexible funds for collect phone calls from jail/prison). Contractor may also provide additional services to clients and families pre-release that are not listed here.

5. Transition/Reentry Services & Support

Throughout the transition from incarceration and reentry to the community, Contractor shall provide customized programming that has been developed using a proven research practice based on the assessed needs and case plan that shall include all or some of the

following. Contractor has a strong foundation of evidence that determines the dosage of programming.

- a. **Concrete Services & Support** – Contractor shall directly provide or provide linkages to needs-based, concrete services such as food, transportation, housing and utility assistance, and employment support. Contractor shall work access community resources and work closely with other AB109 Direct Service providers to ensure client and family needs are met throughout the reentry process, in an effort to reduce additional stress on the reentry infrastructure.
- b. **Evidence-Based Classes and/or Workshops** – Contractor shall provide resources and training to the client and family members on critical subjects like parenting, healthy communication, financial health, etc. that address critical deficiencies, help to remove barriers, and provide encouragement for reconnection and reunification. All classes and workshops shall encourage completion in a reasonable time frame and utilize an evidence-based, evaluated core curriculum.
- c. **Individual and Family/Group Counseling** – Contractor shall provide Cognitive Behavioral Therapy (CBT) and/or counseling services on an individual and family/group level for each client and their family members with the goal of further developing the familial bond, enhancing the connection between parent and child, and reinforcing the client’s support system that will promote successful reentry and reduce the likelihood of re-offense. Counseling services shall be conducted by qualified clinicians and address issues including substance abuse and domestic violence. Contractor shall provide frequent and ongoing sessions based on the needs of each client and the relationship with their family.

At the request of ACPD staff, Contractor will provide family and group counseling and/or CBT sessions at Probation locations:

- (1) Probation Center: 400 Broadway, Oakland, CA
- (2) East County Hall of Justice: 5151 Gleason Drive, Dublin, CA
- (3) Hayward Probation Office: 24085 Amador St., Hayward, CA

- d. **Support Groups** – Contractor shall facilitate or connect clients and family members with support groups for reentry clients, children of incarcerated parents, and members of the reentry infrastructure. Support groups shall be guided by an established and evaluated core curriculum and facilitated by a certified facilitator.

- e. **Other Services & Supports Based on Client Need** – Contractor shall provide or refer client to additional services and supports based on the outcomes of the validated needs assessment and case plan. Contractors shall be responsive to the varying and unique program needs of each client and their family members. These services may include, but are not limited to, the following: legal services, obtaining identification, child support services, and transportation. All services provided shall be evidence-based and/or data-driven with a history of producing positive prosocial outcomes and reducing the likelihood of re-offense. Any referrals shall include direct follow-up.

6. Program Support for Reunification & Permanency Planning

In addition to providing services that are linked to reunification and stability, Contractor shall include and engage families in the planning and selection of services and the assessment of progress. Contractor shall work with the client, children, and family members to maintain open and honest communication about mutually established goals for reunification while ensuring the necessary supports are in place to promote healthy and appropriate reunification not based on any arbitrary timeframe, but on the progress of each individual relationship. Based on the results of the needs assessment, the Contractor shall systematically plan, from the earliest point, for reunification and permanency, taking into consideration family history, relationships, health factors, emotional functioning and the community environment.

7. Post-Reunification Services

Contractor shall provide follow-up services that enhance parenting skills, provide prosocial supports, connect families to basic resources, and address children’s behavioral and emotional needs to prevent re-traumatization and permanency issues.

8. Case Coordination and Reduction/Removal of Barriers to Successful Reentry

Contractor(s) will work collaboratively with clients and family members, Probation staff, and community-based partners to ensure that each client's personalized Case Plan is comprehensive, responsive and accomplishes the following:

- a. Identifies the appropriate programming dosage and service provision for the client;
- b. Addresses client needs and barriers that exist that may affect productive program participation;
- c. Provides referrals and linkages to community-based services that will support long-term reentry success;
- d. Outlines completion timeline and outcomes; and
- e. Results ultimately in the successful completion of Probation.
- f. Based on the needs identified in the Case Plan, Contractor will provide or partner with other community providers essential barrier removal support, working collaboratively across systems to address education, housing, transportation and other critical needs that lead to sustainable employment and long term job retention.
- g. Communicate regularly with the DPO about case status, significant occurrences, and progress.

9. Concrete Services & Financial Support

Contractor shall offer clients concrete services and financial support to ensure clients are able to participate in programming without additional stress and in an effort to reduce barriers to program participation.

10. Partnership & Collaboration Requirements

Contractor shall have and maintain active partnerships with other community-based organizations that provide support services to target clients. These should include organizations that can provide legal, financial, emotional, and social supports to clients. Contractor shall provide client and family members with warm connections to these services providers and engage in follow-up throughout.

D. Program/Contractor Specific Requirements

Contractor shall meet the following requirements:

1. Service Delivery Site(s):
 - a. Contractor shall provide services from its office:

1904 Franklin Street, Suite 418
Oakland, California 94612
 - b. Contractor shall ensure the office is accessible 24 hours/day.
 - c. Contractor staff shall work from the office, and classes will be held at the office building's conference room.
2. Assessment Tools:
 - a. Contractor shall utilize the strengths-based Level of Service/Case Management Inventory (LS/CMI) tool, or other Probation-approved tool, as a combination case management tool and assessment tool.
 - (1) Contractor shall utilize the tool to combine risk assessment and case management in one convenient evidence-based system, provide tools for treatment planning and management of reentry client, assess rehabilitation needs, risk of recidivism, and other factors related to reentry.
 - (2) Contractor shall utilize the tool to provide data and information in order to target higher-risk clients and determine dosage and intensity of services (i.e., to allocate staff time and resources to result in their most efficient and effective use to reduce recidivism by focusing on higher-risk clients).
 - (3) Contractor shall utilize the tool to address clients' greatest criminogenic needs, identifying them upon program enrollment and allowing Contractor's staff to build those needs into the client's individualized treatment plan.
 - (4) Contractor shall conduct the assessment at intake and document the results of the assessment in the client's computer database file.

- (5) Contractor's Program Manager will be responsible for insuring the assessments are completed and data collected.
 - b. Contractor shall utilize the Child and Adolescent Needs and Strengths (CANS) Comprehensive Multisystem Assessment Children and Youth 5 to 17, or other Probation-approved evidence-based tool, to assess the strengths and needs of children and families prior to reunification.
 - (1) Contractor shall use the tool to inform its program staff with information to determine both client need, in terms of type, duration and intensity of service, and best manner to engage the client.
 - (2) Contractor shall use the tool to assess the client's readiness for services, learning style, and motivation.
 - c. All information about the client, both formally assessed and informally observed by staff, will be entered into the client's record in Contractor's database. This information will be used and reviewed by Contractor's program management to determine client readiness, potential risk and safety issues, motivation, etc., and reviewed to determine proper program approach.
3. Contractor shall assign a Peer Navigator (i.e., a parent with a history of incarceration) that will provide peer support to each client.
 4. Contractor's staff shall be trained in and utilize the evidence-based Parenting Inside Out (PIO) program.
 - a. An evidence-based, cognitive-behavioral parent management skills training program created for incarcerated parents, Contractor shall utilize PIO to modify the attitudes of participants and help them to:
 - (1) Strengthen families and establish strong family harmony;
 - (2) Enhance parenting skills; and
 - (3) Minimize the likelihood of further personal problems (e.g., substance abuse, violence, risky sexual behavior, recidivism).

- b. Contactor shall receive 12 hours of live, interactive web-based training from PIO including ongoing support with implementation. Once trained, Contractor shall implement the program
5. Contractor’s PIO program shall consist of an 11-class series offered monthly, and shall be comprised of the following classes (subjects) listed in the table below:

Subject 1: Creating a Safe Place to Work Together and Learn
Session 1.1 Getting Acquainted
Session 1.2 Destination Adulthood
Session 1.3 The Family System
Subject 2: Communication and Problem Solving
Session 2.1 Effective Speaking Skills
Session 2.2 Effective Listening Skills
Session 2.3 Effective Problem-Solving Skills
Subject 3: Connecting with Your Child
Session 3.1 Bonding Through Play and Reading
Session 3.2 Connecting Through Letters, Calls and Visits
Session 3.3 Bonding Through Emotion Coaching
Subject 4: Human Development
Session 4.1 Introduction to Human Development
Session 4.2 The Child’s Job and the Parent’s Job
Session 4.3 Brain Development
Subject 5: Healthy Families
Session 5.1 Adult Stage Development
Session 5.2 Family Meetings and Family Fun
Session 5.3 Family Identity, Structure and Routines
Subject 6: Parenting Children as Individuals
Session 6.1 Nurturing Your Child’s Temperament
Session 6.2 Your Child’s Love Language
Session 6.3 Your Values and a Plan for Parenting
Subject 7: Parenting More than One Child
Session 7.1 Sibling Relationships
Session 7.2 Managing Sibling Rivalry
Subject 8: Child Guidance
Session 8.1 Directions and Encouragement
Session 8.2 Rules, Rewards, and Consequences
Session 8.3 Timeout and Privilege Removal
Subject 9: More Child Guidance
Session 9.1 Dealing with Behavior Changes
Session 9.2 Parenting Adolescents
Session 9.3 Healthy Teen Partner Relationships
Subject 10: Transitioning to the Community and Parenting Practice
Session 10.1 Advocating for Your Children
Session 10.2 Reintegrating into the Community

Session 10.3 Going Home: Your Children and You
Subject 11: Wrap Up
Session 11.1 Wrap-up and Closure

- a. Any changes to classes/subjects offered in the series must be approved by Probation before being implemented
6. Contractor shall ensure clients attend PIO classes no later than the month following the client's enrollment into the program.
7. Classes shall meet several times per week so the entire series can be completed in one month.
8. Classes shall have both daytime and evening options.
9. After actively engaging in PIO classes, Contractor shall provide clients with ongoing intensive family reunification case management services that will include, but not be limited to, the following:
 - a. A case plan to address individual clients' family reunification needs including in person and written support in family court to address child support modification, visitation and custody issues; and
 - b. Working with Child and Family Services for reunification with children in foster care.
10. Case management shall be a critical component of PIO, and Contractor shall develop treatment plans after assessment to address individual challenges and linkage to other supportive services in the community.
11. Client Engagement and Retention Strategies
 - a. Contractor shall incentivize participation with events, trips, parties, and graduation ceremonies.
 - b. Contractor shall engage clients and their families and children in social and educational activities such as outings to the San Francisco Ballet, Monterey Bay Aquarium, San Francisco Giants, Disney on Ice, Oakland Ballet, California Academy of Sciences, and Alcatraz Cruises with free tickets from Community Access Ticket Service.
12. Overall Goals, Anticipated Outcomes, Measurable Objectives, Key Tasks and Key Personnel

- a. The Contractor’s program shall support successful reunification with family members and support systems in a wrap-around, holistic, and family-focused way. Anticipated outcomes of this program are to:
- (1) Increase family relationship skills, through parenting/relationship classes and case management;
 - (2) Increase post-incarceration family engagement and support; and
 - (3) Reduce recidivism of program participants compared to Alameda County who are supervised under PCRS or charged with 1107(h)-eligible offenses and have children under 25 who do not participate in the program.
- b. Contractor’s objectives, key tasks and key personnel responsible shall be as follows (summarized in the table below).

MEASURABLE OBJECTIVE 1: Conduct Outreach to Probation and Other Referral Sources to Recruit Program Participants	
Key Task	Personnel Responsible
Develop Outreach Materials	Program Manager and Program Staff
Approach Existing Referral Sources for Presentation Opportunities	Program Manager
Research New Referral Sources and Establish Relationships for Referrals	Program Manager
Conduct Outreach Presentations	Program Manager and Program Staff

MEASURABLE OBJECTIVE 2: Establish Referral Processes to Maximize Referrals	
Key Task	Personnel Responsible
Conduct Referral Preference Survey of Existing Referral Sources	Program Manager
Create Referral Processes as Indicated by Survey (e.g. phone line, form for fax submission, online form, email contact)	Program Manager
Incorporate Referral Processes into Outreach Materials	Program Manager and Program Staff

MEASURABLE OBJECTIVE 3: Provide PIO Program Services and Case Management to 180 Adults (and their families) in Oakland	
Key Task	Personnel Responsible
Receive Referrals of PCRS/1107(h)-offense clients prior to release from custody	Program Staff
Meet with Client pre-release, in custody	Program Staff

Meet with children and family in the community	Program Staff
Conduct parenting and relationship classes	Program Staff
Conduct Intensive Case Management	Program Staff

MEASURABLE OBJECTIVE 4: Improve Family Connections and Relationships, Based on Pre and Post Assessments	
Key Task	Personnel Responsible
Establish data collection process to gather participant pre and post family connections data	Program Manager
Collect pre-program family connections data	Program Staff
Collect post-program family connections data	Program Staff
Prepare Monthly and Bi-Annual Outcomes Report	Program Manager

MEASURABLE OBJECTIVE 5: Reduce Recidivism Compared to the Recidivism Rate non Program-Engaged Individuals.	
Key Task	Personnel Responsible
Establish Relevant Comparison Measure	Program Manager
Establish data collection process to gather participant recidivism data	Program Manager
Collect Data (Conduct 6 and 12 month follow-ups)	Program Manager and Program Staff
Prepare Monthly and Bi-Annual Outcomes Report	Program Manager

E. Implementation Plan

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

TASK 1: Enrollment and Assessment		
Measurable Objective	Benchmark Activities	Timeline
Enrollment and Assessment completed	Collect enrollment information in database; conduct LS/CMI assessment.	By Month 1
TASK 2: Complete PIO Class		
Measurable Objective	Benchmark Activities	Timeline
11-class series completed	Enroll client; schedule class attendance; attend 11 classes.	By Month 2
TASK 3: Engage Family Members		
Measurable Objective	Benchmark Activities	Timeline
Conduct Outreach to Client Family Members	Conduct Outreach; Establish Referral Processes; Enroll Clients	By Month 2
Assess Strengths and Needs of Children and Families	Conduct CANS Assessment	By Month 2
TASK 4: Develop Case Plan		
Measurable Objective	Benchmark Activities	Timeline
Case Plan developed	Meet with Client, Probation and Family; Develop written Plan	By Month 3
TASK 5: Conduct Intensive Case Management		
Measurable Objective	Benchmark Activities	Timeline

Case Management conducted	Client counseling sessions; linked referrals; pre and post assessment of Family Reunification	Month 3 and ongoing
TASK 6: Assess Impact		
Measurable Objective	Benchmark Activities	Timeline
Program impact assessed	Client “graduation”; post- assessments conducted; impact on family engagement, recidivism assessed	Variable, based on Case Plan and Client Need

- F. **Program Completions, Early Exits or Discharges:** Contractor shall have a process for documenting, collecting and tracking program completions, early exits or discharges from the program and these shall be reported to ACPD on a regular basis. Contractor shall provide their measurement for “program completion.”
1. Contractor(s) will notify the supervising DPO if an active client exits the program early or is discharged with the supporting reasons and documentation. Contractor(s) will work with the client and DPO to identify an appropriate resolution and/or refer the client to another service provider for necessary services.
- G. **Staffing Requirements:** Contractor must staff their proposed program with staff members who have qualifications and experience relevant to training in the proposed sector(s) in which the training will be provided. Program staff, particularly supervisory staff, will have experience in all facets of implementing evidenced-based programs including assessment, participating in evaluation, goal setting, analysis and ongoing program evaluation and modification to ensure goals and outcomes are met.
- H. **Data Collection Requirements:** Contractor shall regularly collect and track data about referred, enrolled, and completed participants. While each contractor may use its own system for data collection, all requested participant and outcome data must be shared with ACPD per the report schedule below. Contractor(s) must agree to the County’s standard data sharing agreement terms.

VI. DELIVERABLES

- A. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.
- B. The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.

1. How much was done?
 - a. Number of Probation clients referred to the Family Reunification Program provider(s).
 - b. Number of clients and associated family members receiving a needs assessment and case plan promoting family reunification.
 - c. Number of clients enrolled in each Family Reunification program by geography and demographics.
2. How well was it done?
 - a. Of the clients referred by ACPD, the number/percent who received an evidenced-based assessment within 30 days of the referral.
 - b. Of clients assessed, the number/percent who received services by each category of serve provision within 30 days of the assessment.
 - c. Of clients assessed, the number/percent who received a collaborative case plan within 30 days of the assessment.
 - d. Of clients assessed, the number and type of barrier removal services provided.
3. Are participants better off?
 - a. 75% of clients needing barriers removed had one or more barriers removed within 60 days of enrollment.
 - b. 50% of clients who completed the program did not reoffend or recidivate for 6 months after release from jail or prison.
 - c. Number and percentage of clients that were able to contact and/or visit an incarcerated family member in jail or prison.
 - d. Number and percentage of clients who felt they were able to establish meaningful relationships with children and/or family members upon release from jail/prison and during reentry.
 - e. Number and percentage of clients with children in out-of-home care that have been returned home and remained safely with their families.

- f. Number and percentage of clients that are able to remain reunified with their families for 12 months after release.

VII. REPORTS

A. Monthly Reports

1. Monthly reports shall be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and shall include, but not be limited to, the following:
 - a. Monthly Reporting - Client
 - (1) Name of the client served each month
 - (2) Probation case number (if applicable)
 - (3) Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
 - (4) Types of services provided by client
 - (5) Number of counseling hours provided to client for the month
 - (6) Total unduplicated clients served for the month
 - (7) Cumulative total unduplicated active clients in the program
 - (8) Date of Assessment Completion
 - (9) Date of Case Plan Creation
 - (10) Program Completion, Exit & Discharge outcome information (i.e., Program Violation, Probation Violation, Arrested, Completed Program Successfully, Relocated, etc.)
 - (11) Additional outcome information, as required

b. Monthly Reporting – Staff

Alameda County Probation Department supports the County’s Re-entry Hiring Program—employment for justice-involved individuals.

Contractor shall submit a monthly report on the number of staff that are currently justice-involved or have previously been incarcerated. The report must provide, at minimum, the following information:

- (1) Number of employed justice-involved individuals;
- (2) Job Title/Position;
- (3) Hire Date

B. Bi-Annual Progress Reports

1. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst discussing the outcomes detailed above and any additional outcome information at ACPD’s request. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

C. Referral/Service Status Reports

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

D. Release/Consent Information

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

E. Additionally, all Contractors must participate in the Probation Department's program evaluation efforts. These evaluations will utilize existing data required in monthly reports before adding new data. Data will be utilized to document services provided, and the short and intermediate impact or outcome of those efforts (during the time that Contractor is in contact with client).

**EXHIBIT B
PAYMENT TERMS**

1. Within thirty (30) days upon receipt and approval of invoice, County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following:

a. **Personnel Costs**

- (1) Contractor shall invoice the County no more than an average of \$10,968.75/month for personnel costs;
- (2) Shall not exceed \$398,908/year; and
- (3) The table below shall be a cost estimate for personnel:

A – Personnel	
Executive Director	\$9,000
Program Manager	\$12,700
Case Managers (x3)¹	\$165,000
Peer Navigators (x3)¹	\$135,000
Subtotal	\$321,700
B - Fringe Benefits	
Actual at 24% of Personnel	\$77,208
Total Maximum Personnel Cost	\$398,908

- (a) ¹Unless otherwise pre-approved by Probation, the County will not pay for more than one case manager and one peer navigator per 25 active clients.

b. **Client Financial Support for Concrete Services**

- (1) Shall be reimbursed to the Contractor for the amount incurred to provide concrete services to the client (e.g., food, transportation, housing and utility assistance, and employment support);
- (2) Concrete services must be pre-approved by Probation before being provided to the client and/or family;
- (3) Invoices shall clearly identify the specific concrete service(s) provided per client each month; and
- (4) Shall not exceed \$36,000/year.

c. **Other Direct Costs**

- (1) Shall be reimbursed to the Contractor for the amount incurred to provide other direct costs as indicated in the table below; and

Other Direct Costs	
Local Travel/Mileage	\$4,914
Cell Phones	\$3,780
Copies/Printing	\$600
PIO Training	\$10,000
Total Maximum Other Direct Costs	\$19,294

- (2) Shall not exceed \$19,294/year.

d. **Indirect Costs**

- (1) Contractor shall invoice the County no more than \$3,785/month for indirect costs; and
- (2) Shall not exceed \$45,420/year.

2. 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).

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

3. Total payment under the terms of this Agreement will not exceed the total amount of \$499,622. This cost includes all taxes and all other charges.

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

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, and Professional Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

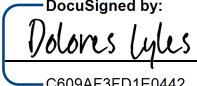
If there are any exceptions to this certification, insert the exceptions in the following space.

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

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

CONTRACTOR: Centerforce

PRINCIPAL: Dolores Lyles TITLE: Executive Director

SIGNATURE:  DATE: 2/7/2019
C609AF3FD1E0442...

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 2/11/2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Tri-Cities Community Development Center, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Family Reunification services which are more fully described in Exhibit A hereto; and

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

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

Exhibit A	Specifications
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification

The term of this Agreement shall be from February 1, 2019 through January 31, 2020.

The compensation payable to Contractor hereunder shall not exceed Ninety-Nine Thousand One Hundred Seventeen Dollars (\$99,117) for the term of this Agreement.

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

COUNTY OF ALAMEDA	TRI-CITIES COMMUNITY DEVELOPMENT CENTER
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By: DocuSigned by:
John Glann
EB371BC6D6094BF3 Signature

By: DocuSigned by:
Horacio Jones
4A9E7DBD32BD45 Signature

Name: John Glann
(Printed)

Name: Horacio Jones
(Printed)

Title: Purchasing Manager

Title: Executive Director

Date: 2/8/2019

Date: 2/8/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD42 Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 2/11/2019

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Probation Department
1111 Jackson Street, 9th Floor
Oakland, CA 94607
ATTN: Deborah Anderson

To Contractor: TRI-CITIES COMMUNITY DEVELOPMENT
CENTER
37620 Filbert Street
Newark, CA 95391
ATTN: Horacio Jones

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 Family Reunification Services shall not exceed \$99,117 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation (SLEB Waiver No. 5596, Expiration: 12/31/2019). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

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

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

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

County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses,

claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A SPECIFICATIONS

I. DEFINITION OF SERVICES

- A. Contractor shall provide family reunification services with the Requirements set on this Exhibit A.
1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901654, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
 - a. The approval of County to a requested change shall not release Contractor from its obligation under this Agreement.

II. PROJECT TEAM

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

Name	Title
Tri-Cities Community Development Center	
Horacio Jones	Executive Director
Ed Wright	Program Manager
Martin Malone	Sr. Case Manager
Brenda Mitchell	Case Manager
Matters of the Heart	
Valerie Doyle, MA LMFT	Clinical Director
Clyde Wayne, MA AMFT	Group Facilitator of Nurturing Parents

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

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

III. PROGRAM FRAMEWORK

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

- A. **Cultural Awareness & Sensitivity** is a critical factor in the success of supports and services to the realigned population. Contractors in each of the desired service areas shall have the cultural competency required to successfully serve the target population. 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 sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
- B. **Geographically Responsive:** Contractor's services must be accessible to the clients who need them. Services shall be located in or near the communities served. In instances where this cannot be achieved, comprehensive methods to address transportation needs must be included. Beyond transit passes, this may include such additional elements (on a case-by-case basis) of the logistics and competency to use public transit, logistics of acquiring a car and insurance, carpooling opportunities, childcare near transit lines, etc.
- C. **Coordination Across Disciplines:** Clients in the realigned population tend to be served in multiple systems and may have multiple service coordinators, as well as a probation officer who serves as the ultimate case manager. Contractor shall coordinate/collaborate across service systems (e.g., with healthcare, mental health, social services, housing providers, etc.) as well as with probation officers and others providing case management functions for the same clients, with the goal to maximize coordination and minimize redundancy in supports. Contractor shall have service coordination built into its services for these funds, and this coordination shall focus on achievement of each clients' education or employment goals, as well as the communication and linkages with other care management and service providers required to achieve those goals.
- D. **Representation of the Formerly Incarcerated on Staff:** Formerly incarcerated individuals are known to be highly effective care providers, especially in the area of peer-to-peer mentoring. They serve as role models,

provide shared perspective, and demonstrate to clients that education and employment are attainable goals as well as steps toward a stable lifestyle. Contractor shall demonstrate the incorporation of the formerly incarcerated into their staffing for this project, whether already hired, or expected to be hired upon contract award.

- E. **Fundamental Principles of Evidence-Based Correctional Practice:** Descriptions and examples of what are considered best practices in reentry can be found through the Counsel of State Governments Justice Center in the “What Works in Reentry Clearinghouse” which can be found at <http://whatworks.csgjusticecenter.org>.

Below is the federal Department of Justice’s description of the Fundamental Principles of Evidence-Based Correctional Practice. The following principles of Evidence-Based Correctional Practices are established by the Office of Justice Programs and provide an outline for best practices in the field. Based upon reliable research findings, there are six fundamental principles of evidence-based correctional practice that are widely accepted as strategies to reduce future criminal behavior. Contractor shall incorporate these principles into their services.

1. **Objectively Assess Criminogenic Risks and Needs:** Maintain a comprehensive system to establish risk screening and needs assessment. The actuarial assessment of clients—in a reliable and valid manner—is essential for the effective supervision and treatment of people returning from prisons, jails, and juvenile facilities (Andrews and Bonta, 2010). The levels of supervision and services for individual clients must be matched to individual risk and need.
2. **Enhance Intrinsic Motivation:** Staff must be able to relate to clients in interpersonally sensitive and constructive ways in order to enhance their intrinsic motivation. Research findings suggest that motivational interviewing or other cognitive-behavioral communication techniques can effectively enhance the client’s desire to initiate and maintain behavior changes (Miller and Rollnick, 2002; Miller and Mount, 2001).
3. **Target Higher-Risk Clients:** Prioritize primary supervision and treatment resources for clients who are at higher risk to re-offend. Consistent findings from a wide variety of recidivism studies show that supervision and treatment resources focused on lower-risk clients produce little if any positive effect on the rates of subsequent criminal behavior (McGuire, 2001, 2002) and can at times increase the risk level of low-risk clients. Maximum benefit is gained only

when intervention resources are directed to moderate- and high-risk clients.

4. **Address Clients' Greatest Criminogenic Needs:** The greatest emphasis must be placed on addressing those needs which are most closely associated with criminal behavior. When the factors that lead the client to commit crimes are effectively addressed, that person is less likely to commit crime (Elliot, 2001).
 5. **Use Cognitive-Behavioral Interventions:** These strategies are focused on changing the client's thinking patterns in order to change future behavior. The most effective interventions provide opportunities for participants to practice new behavior patterns and skills with feedback from program staff (Andrews and Bonta, 2010).
 6. **Determine Dosage and Intensity of Services:** Higher-risk clients require significantly more structure and services than lower-risk clients. High-risk clients should receive a minimum of 300 hours of cognitive-based interventions, moderate-risk clients should receive a minimum of 200 hours, and low-risk clients should receive a minimum of 100 hours of cognitive-based interventions. Additionally, during the initial three to nine months post-release, 40%–70% of high-risk clients' free time needs to be occupied with delineated routine and appropriate services (Bourgon and Armstrong, 2006; Latessa, 2004; Gendreau and Goggin, 1995).
- F. **Trauma-Informed Care (TIC):** Contractor must design activities in such a way that prevents re-traumatization; services must respond to behavioral problems as maladaptive coping mechanism in order to help a youth reframe their life narrative from one of victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust.
- G. **Gender Responsive Services:** Contractor must design activities in such a way that create an environment that responds to the realities of the lives of women and address their strengths and challenges.
- H. **Developmentally Appropriate:** Contractor must provide age-appropriate and prosocial programs to children at different development ages while parents are involved in the criminal justice system.
- I. **Understanding Experiences:** Contractor must address how clients and family members frame what has happened to them in the past and help reinforce the importance reconnection and reunification.
- J. **Coping Strategies:** Contractor must help clients and family members transform maladaptive coping methods into healthier, more productive strategies.

- K. **Social Support:** Contractor must include strategies for helping clients build prosocial protective factors that will enhance the success of family reunification interventions.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor shall address the following administrative requirements:

A. Background Checks

1. Contractor shall have a plan to ensure background checks are completed on all employees, contractors, volunteers, and consultants. Required background checks must include: state or tribal criminal history records (including fingerprint checks), sex offender registry checks, and any other checks required by State law.
2. As appropriate to job functions, Contractor shall also include verification of educational credentials and employment experience, the individual's driving records (for those who will transport clients), and professional licensing records.

B. Staff Development and Training Plan

1. Contractor shall have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the AB109 Direct Service Grants Program. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
2. Contractor(s) shall agree to provide staff, at no additional cost to the County, with all trainings required by ACPD including but not limited to evidence based practices and core competencies on working with justice-involved individuals. The Criminal Justice Information Systems(CJIS) NexTEST Training and Exam and/or CJIS Security and Awareness Training and Exam are required for all peer mentors and other applicable staff,
 - a. The County shall register the Contractor with the CJIS, CLETS.
 - b. Contractor shall designate a staff member (e.g., Supervisor and/or Liaison officer) to be responsible for managing the online training and testing for all Contractor staff.

C. Funding Acknowledgments

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

This work was supported by the Alameda County Probation Department, AB109 Direct Services Family Reunification Program, Master Contract No. 901654

V. SPECIFIC REQUIREMENTS

- A. **Target Population:** Contractors shall serve adult realigned clients, which is comprised of men and women, 18 years of age and older that are under the supervision of the ACPD.
- B. **Referral Process:** Clients shall be referred to the Contractor by the client's ACPD Deputy Probation Officer prior to release from custody and upon completion of a comprehensive, evidence-based criminogenic risk and needs assessment. Participation in the Family Reunification program will be added to the client's Case Plan.
1. Contractor shall be able to serve a minimum of 120 eligible clients (pending referral and/or approval by ACPD) over the initial 12-month contract period.
- C. **Service Requirements:** Contractor shall provide a comprehensive Family Reunification Program that's theoretical framework is tied to a proven research practice and demonstrates positive results to the target population, meeting the following requirements:
1. Individualized Needs Assessments

Prior to reunification, the Contractor shall administer an evidence-based, individualized needs assessment tool that adequately assesses the strengths and needs of children and families as well as addresses any risk or safety factors with the goal of ensuring safe, timely reunification decisions while minimizing the risk of harm and retraumatization. This needs assessment tool must work in concert with the client-level risk and needs assessment tool conducted by the

Deputy Probation Officer (DPO) at intake. Assessment tool must be approved by ACPD prior to being implemented.

2. Collaborative Case Planning

Contractor shall work closely with the supervising DPO, the client and their family members to engage them in the case planning process for a strengths-based, wrap-around case planning process. Based on feedback from the client and family, the DPO and the Contractor shall collaboratively create a Case Plan that addresses the real needs of the client, reduces critical barriers to success, and reinforces the reentry infrastructure with the goal of supporting long-term reentry success.

3. Intensive Case Management

Targeted and intensive case management services meet the individualized needs of children and families and utilize healthy reconnection strategies are key to achieving family reunification and ensuring child safety. Contractor shall provide well-coordinated, intensive case management services to target clients and their families beginning prior to release and continuing throughout the reentry process. Case management shall be responsive to client and family needs and available outside of business hours and in the community, including home-based services.

4. Pre-Release Services & Support

Contractor shall work closely with client's families pre-release to promote healthy family connections and provide support to the whole family while a client is incarcerated and throughout the release process. Contractor shall provide support and education for incarcerated parents to help them parent their children while incarcerated and prepare for reunification after their release including the distribution of family-focused community resources. Additionally, Contractor shall provide transportation support and financial assistance to children and family members to encourage appropriate and timely communication and visitation (e.g., transportation to visitation and flexible funds for collect phone calls from jail/prison). Contractor may also provide additional services to clients and families pre-release that are not listed here.

5. Transition/Reentry Services & Support

Throughout the transition from incarceration and reentry to the community, Contractor shall provide customized programming that has been developed using a proven research practice based on the

assessed needs and case plan that shall include all or some of the following. Contractor has a strong foundation of evidence that determines the dosage of programming.

- a. **Concrete Services & Support** – Contractor shall directly provide or provide linkages to needs-based, concrete services such as food, transportation, housing and utility assistance, and employment support. Contractor shall work access community resources and work closely with other AB109 Direct Service providers to ensure client and family needs are met throughout the reentry process, in an effort to reduce additional stress on the reentry infrastructure.
- b. **Evidence-Based Classes and/or Workshops** – Contractor shall provide resources and training to the client and family members on critical subjects like parenting, healthy communication, financial health, etc. that address critical deficiencies, help to remove barriers, and provide encouragement for reconnection and reunification. All classes and workshops shall encourage completion in a reasonable time frame and utilize an evidence-based, evaluated core curriculum.
- c. **Individual and Family/Group Counseling** – Contractor shall provide Cognitive Behavioral Therapy (CBT) and/or counseling services on an individual and family/group level for each client and their family members with the goal of further developing the familial bond, enhancing the connection between parent and child, and reinforcing the client’s support system that will promote successful reentry and reduce the likelihood of re-offense. Counseling services shall be conducted by qualified clinicians and address issues including substance abuse and domestic violence. Contractor shall provide frequent and ongoing sessions based on the needs of each client and the relationship with their family.

At the request of ACPD staff, Contractor will provide family and group counseling and/or CBT sessions at Probation locations:

- (1) Probation Center: 400 Broadway, Oakland, CA
- (2) East County Hall of Justice: 5151 Gleason Drive, Dublin, CA

(3) Hayward Probation Office: 24085 Amador St.,
Hayward, CA

- d. **Support Groups** – Contractor shall facilitate or connect clients and family members with support groups for reentry clients, children of incarcerated parents, and members of the reentry infrastructure. Support groups shall be guided by an established and evaluated core curriculum and facilitated by a certified facilitator.
- e. **Other Services & Supports Based on Client Need** – Contractor shall provide or refer client to additional services and supports based on the outcomes of the validated needs assessment and case plan. Contractors shall be responsive to the varying and unique program needs of each client and their family members. These services may include, but are not limited to, the following: legal services, obtaining identification, child support services, and transportation. All services provided shall be evidence-based and/or data-driven with a history of producing positive prosocial outcomes and reducing the likelihood of re-offense. Any referrals shall include direct follow-up.

6. Program Support for Reunification & Permanency Planning

In addition to providing services that are linked to reunification and stability, Contractor shall include and engage families in the planning and selection of services and the assessment of progress. Contractor shall work with the client, children, and family members to maintain open and honest communication about mutually established goals for reunification while ensuring the necessary supports are in place to promote healthy and appropriate reunification not based on any arbitrary timeframe, but on the progress of each individual relationship. Based on the results of the needs assessment, the Contractor shall systematically plan, from the earliest point, for reunification and permanency, taking into consideration family history, relationships, health factors, emotional functioning and the community environment.

7. Post-Reunification Services

Contractor shall provide follow-up services that enhance parenting skills, provide prosocial supports, connect families to basic resources, and address children's behavioral and emotional needs to prevent re-traumatization and permanency issues.

8. Case Coordination and Reduction/Removal of Barriers to Successful Reentry

Contractor(s) will work collaboratively with clients and family members, Probation staff, and community-based partners to ensure that each client's personalized Case Plan is comprehensive, responsive and accomplishes the following:

- a. Identifies the appropriate programming dosage and service provision for the client;
- b. Addresses client needs and barriers that exist that may affect productive program participation;
- c. Provides referrals and linkages to community-based services that will support long-term reentry success;
- d. Outlines completion timeline and outcomes; and
- e. Results ultimately in the successful completion of Probation.
- f. Based on the needs identified in the Case Plan, Contractor will provide or partner with other community providers essential barrier removal support, working collaboratively across systems to address education, housing, transportation and other critical needs that lead to sustainable employment and long term job retention.
- g. Communicate regularly with the DPO about case status, significant occurrences, and progress.

9. Concrete Services & Financial Support

Contractor shall offer clients concrete services and financial support to ensure clients are able to participate in programming without additional stress and in an effort to reduce barriers to program participation.

10. Partnership & Collaboration Requirements

Contractor shall have and maintain active partnerships with other community-based organizations that provide support services to target clients. These should include organizations that can provide

legal, financial, emotional, and social supports to clients. Contractor shall provide client and family members with warm connections to these services providers and engage in follow-up throughout.

D. Program/Contractor Specific Requirements

Contractor shall meet the following requirements:

1. Service Delivery Site(s):

Contractor's primary service location(s) shall be:

- a. 37620 Filbert Street
Newark, California 95391
Monday – Saturday, 9:00 a.m. – 7:00 p.m.
- b. 433 Callan Avenue, Suite 309
San Leandro, California 94577
Monday – Saturday, 9:00 a.m. – 9:00 p.m.

2. Because of the coordination required with scheduling, transportation and day care, home based family sessions are offered. Clients can access services through multiple avenues. Once the initial assessments are complete and the needs have been identified, a plan, in collaboration with the client, will be developed. In addition to home-based sessions offered during the day, evening and weekends will be offered. Based on experience, many participants will work part-time or full-time and will not have the flexibility to take off. TCCDC is also open to the idea of scheduling half day or full day groups to allow people to focus a greater portion of time. In addition to the flexible scheduling, two sites are available for either individual or group.

3. Contractor shall conduct pre-release meetings in the jail with potential clients and their family supports to begin the collaborative needs assessment and goal setting.

4. Assessment Tools:

Contractor shall utilize the following client assessment tools:

a. **LSI-R (Level of Service Inventory-Revised):**

- (1) The LSI-R shall be used a quantitative survey of client attributes and their situations relevant to level of supervision and treatment decisions.

- b. **NCTI True Color Personality Assessment (Client Self-Assessment Test):**
- (1) True Colors shall be used as a way to understand the behaviors and motivations of others relative to our own personalities to help mitigate potential conflict by learning to recognize personality differences and characteristics.
- c. **Comprehensive Adult Student Assessment Systems (CASAS):**
- (1) CASAS assessments shall be utilized for both native and non-native speakers of English to assess the modalities of reading, math, listening, speaking and writing.
 - (2) CASAS competency based tests shall be used to help identify the language and literacy skills that clients need to prepare for employment upon release.
 - (3) Contractor will administer the CASAS E-test via the Internet. In addition to certifying basic skills attainment, CASAS will be used to measure learner progress on a standardized scale that ranges from the lowest literacy skills to high school exit and transition to postsecondary education and training.
- d. **Adult Adolescent Parenting Inventory (AAPI, version 2.1)**
- (1) AAPI shall be utilized to assess the parenting and child rearing attitudes of adolescents and adult parent and pre-parent populations. Based on the known parenting and child rearing behaviors of abusive parents, responses to the tool shall provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.
- e. **Nurturing Skills Competency Scale (NSCS)**
- (1) NSCS shall be utilized as a comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting practices.
 - (2) The data generated from the administration of the NSCS shall allow parents and Contractor staff an

opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices. Six nurturing skills competency scales (NSCS) are available.

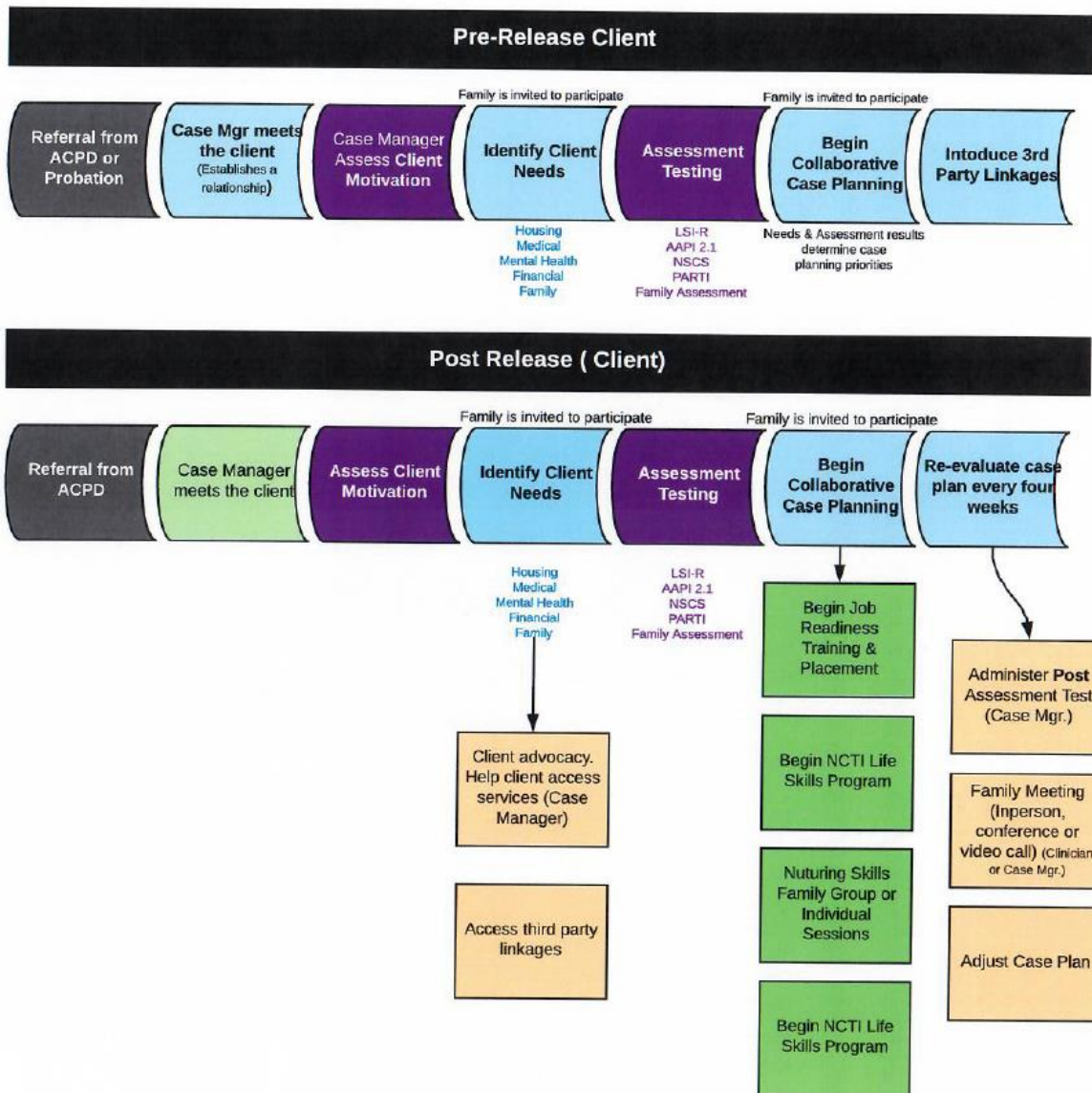
- (a) Prenatal Families
- (b) Parents & Adolescents
- (c) Parents & School-Age Children
- (d) Parents & their Children Birth to Five
- (e) Teen (Young) Parents & their Children Birth to Five
- (f) Families in Nurturing Skills Programs

f. **Parenting Attitudes About Raising Teens Inventory (PARTI)**

- (1) PARTI shall be utilized as a norm-referenced inventory designed to assess the parenting beliefs of parents and their teens ages 12-20 years.
- (2) Contractor shall utilized responses to the PARTI to provide parents and their teens an opportunity to compare their beliefs regarding issues that define adolescence.
- (3) The PARTI shall consist of at least 40 items that represent the following five behavior constructs that define much of the behaviors that are exemplified in adolescence:
 - (a) Psycho-social development
 - (b) Giving and receiving respect and dignity
 - (c) Working with the teen in establishing discipline
 - (d) Teen roles and responsibilities within the family
 - (e) Empowering teens in making healthy choices

5. Contractor shall collect and review assessment data, and then notate a plan or action in the client's IDP, which will then be forwarded to the referring DPO.
 - a. Contractor shall give service providers access to assessment results that directly influence their services.
 - b. Contractor will obtain a signed Release of Information from the client upon admittance into its program.

6. Contractor shall develop and maintain Collaborative Comprehensive Case Plans (CC Case Plans) that reflect the partnership necessary to help each participant succeed, and incorporate the following:
 - a. Contractor's case manager shall identify the appropriate people from ACPD, community partners, and behavioral health professionals to ensure that criminogenic risk and needs are addressed in a balanced manner.
 - b. Information sharing shall occur on average every 3-4 weeks to ensure that assessment results and other important information about the participant are accurate and up to date.
 - c. Contractor shall make cross training opportunities available to other partnering agencies to help staff bridge any knowledge gaps and maximize the impact of training.
 - d. All members of the Contractor's case management team shall be trained on the Risk-Need-Responsivity model and behavioral health recovery principles (in order help clients reduce their risk of recidivating and advance their goals for recovery).
 - e. The diagram below represents the complete client flow from referral to post assessment.



7. Based on the results of the needs assessments, Contractor will determine if a client is Low, Medium, or High Risk and make recommendations for each. Depending of the ages of the children, Contractor shall utilize a corresponding curriculum.
 - a. Once risk level is established, Contractor shall determine if the client is recommended for group or individual home lessons.
 - (1) Low- to medium-risk will be candidates for Contractor’s group workshops.
 - (a) Low to medium risk groups shall be led by a trained case clinician or associate marriage & family therapist intern.

- (2) For high-risk candidates, Contractor shall deliver workshop materials in the home or office on an individual basis per family by a licensed clinician.

8. Dosage/Outcomes: Dosage (the number of sessions or length of a program) and associated outcomes shall be related to the three levels of risk/prevention summarized in the tables below:

Primary Prevention (Low Risk)	Designed to empower individuals & families with new knowledge, beliefs, strategies, and skills to make good and healthy lifestyle choices. 5 to 18 Sessions
Secondary Prevention (Medium Risk)	Designed for at-risk youth and teen parents, as well as parents and families experiencing mild to moderate levels of individual and family dysfunction. Programs in this range work on stopping the dysfunction and engaging individuals and families in the process of building positive nurturing beliefs, knowledge and skills. 12 to 20 Sessions
Tertiary Prevention (High Risk)	Designed for families referred for parenting education by Social Services/Mental Health for child abuse and neglect and/or family dysfunction. Tertiary level programs "treat" abusive and neglecting parent-child or parent-teen dysfunctional interactions through a process called "re-parenting." In re-parenting, parents increase their understanding of the abuse and neglect they experienced as children and how these parenting beliefs and patterns were passed on to their children. 15 to 25 Sessions

Primary Prevention (Low-Risk)

Parent Outcomes	Child Outcomes
<ul style="list-style-type: none"> ▪ Listening, understanding, and expressing feelings clearly ▪ Using problem-solving and negotiating strategies ▪ Using conflict management and reduction strategies ▪ Using self-regulation and self-nurturance strategies 	<ul style="list-style-type: none"> ▪ Experiencing better and more communication with parent ▪ Experiencing less conflict and fewer escalated conflicts with parents

Secondary Prevention (Medium-Risk)

Parent Outcomes	Child Outcomes
<ul style="list-style-type: none"> ▪ Better communication and understanding of child ▪ Increased repertoire of positive discipline ▪ Reduced use of coercive and punitive control ▪ Reduced frequency of escalated conflict ▪ Increased parenting self-efficacy ▪ Increased well-being (calmer, less stressed) 	<ul style="list-style-type: none"> ▪ Experiencing parent as more consistent, clearer, and calmer ▪ Experiencing improved relationship with parent ▪ Experiencing more frequent positive and enjoyable interactions with parent

Primary Prevention (High-Risk)

Parent Outcomes	Child Outcomes
<ul style="list-style-type: none"> ▪ Improved coping with parenting ▪ More enjoyment of parenting and family time ▪ Child more cooperative with parent 	<ul style="list-style-type: none"> ▪ Feel happier at home ▪ Calmer, less stressed, less anxious ▪ Improved mood and behavior at home

- a. In addition to group work, Contractor shall conduct home sessions for medium- and high-risk levels as appropriate.
- b. Contractor's program sessions shall range from 60-90 minutes.
 - (1) Sessions shall be taught in group-based programs, home-based programs, or a combination of both as appropriate.
- c. Contractor shall conduct separate group sessions for children that meet concurrently with the parents.
 - (1) The Lesson Guide for Children shall provide lessons that are complimentary to the parents.
 - (2) Depending on the age of the child, Contractor shall utilize homebased classes that engage parents and child in attachment activities.

d. Delivery of the Nurturing Skills for Families

Contractor shall deliver services in the following ways:

- (1) Groups (adults & children) shall have two co-facilitators. One program staff and one licensed clinician or associate clinician. Families with similar needs will form a group.
- (2) Each lesson shall be 60 to 90 minutes.
- (3) In home session shall be conducted by one licensed or associate clinician. An optional case manager may be assigned to ensure continuity.
- (4) Lesson materials shall be provided to each attendee.
- (5) Lessons for children shall be offered concurrently with the adults in two categories:
 - (a) Young children ages 3 to 8
 - (b) Older children ages 9 to 12

e. Upon client request, Contractor shall provide daycare to clients with children ages newborn to 3.

9. Facilitating Engagement Throughout the Case Planning Process

- a. Contractor shall—at the first collaboration team meeting with family, probation, case manager, and clinician—develop a regular meeting schedule create in order to ensure services are coordinated and integrated for clients.
- b. Contact emails and phone numbers will be identified.
- c. Contractor shall have clients sign appropriate releases to authorize the exchange of information with his/ her/them support team.
- d. In between meetings, progress updates will be emailed to all appropriate stakeholders, including the DPO.
- e. Contractor shall utilize collaborative case planning to identify all needs relating to the client, including but not limited to the following: medical, mental, substance, shelter, food, transportation, financial and legal.

- (1) Contractor shall identify appropriate third-party resources and coordinate/arrange for care (e.g., if a client reports a physical symptom that warrants medical attention, Contactor’s case manager shall ensure that Medi-Cal or insurance is in place and that the client knows how to access services).
- (2) Contractor shall provide assistance to model appropriate self-care and self-advocacy.

10. Contractor shall utilize mitigation strategies to meet client needs and reduce barriers including, but not limited to, those in the table below:

Barrier to Reunification	Mitigation Strategy
Majority of people released from jail live with their families.	During case planning sessions, the clients housing options will be explored. The case manager will be familiar with local referral programs to assist with additional housing options.
Heavy reliance on family for financial support	During the case planning process, resources will be discussed with the client and with the family to determine what support exists. The case manager will be familiar how to access funds through the County (e.g., General Assistance) and then discuss more about the work re-entry program Contractor offers.
Reestablishing disrupted parent-child relationships can be difficult	In addition to the Nurturing Program, in home family sessions will be offered.
Employment barriers faced. (i.e. felony convictions make it difficult to find a job)	Contractor has business relationships with companies open to hiring someone with a felony conviction.
Keeping a job once hired is an issue	More time will be spent evaluating what went well and what did not work
Underemployment (low skill jobs)	Contractor has referral partnerships for additional training
Access to affordable housing	Contractor has referral partnerships for additional training
High probability of being rearrested	The LSI-R is a quantitative survey of client attributes and their situations relevant to level of supervision and treatment decisions. Research results support the LSI-R as a valid instrument in predicting recidivism, identifying individual risk and criminogenic needs.

11. **Quality Assurance Measures**

Contractor shall implement the following quality assurance measures:

- a. Formal bi-monthly meetings, or Coffee Talks, will be conducted with the DPO to share the status of each referred client. Modifications to the client’s plan will be made as needed.
- b. Contractor shall form a program advisory council to ensure the interest of program participants (clients), DPO's, Contractor staff, and key stakeholders are represented and mitigated in a timely fashion.
- c. Contractor shall form a partner collaborative of key program leaders to discuss the coordination and linkage of services.
- d. Contractor shall implement an evaluation tool measuring the effectiveness of its program to reduce recidivism and to facility successful reentry of its clients into the community.

E. Implementation Plan

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

Phase I: Contract Start-Up, Staff Training, Program Framework Set-up			
Benchmark Activity	Key Tasks	Responsible Leads	Mitigating Steps
Identify qualified Program Staff Start Date: Month 1	<ol style="list-style-type: none"> a. Determine hiring criteria b. Interview candidates c. Hire Staff 	Executive Director	Outreach to community organizations or workforce organizations for qualified staff
Train staff on reporting requirements and contract compliance Train program and clinical staff on all assessment tools Train staff on Coming Home Program Enhancements Start Date: Month 1	<ol style="list-style-type: none"> a. Identify appropriate staff to participate in training b. Outline all material to be covered c. Facilitate Training 	Executive Director Counselor	Provide additional trainings for staff requiring more support and for staff unable to attend the initial training.
Identify Key staff to work with DPO staff to ensure referrals are timely and seamless. Start Date: Months 1 & 2	<ol style="list-style-type: none"> a. Work with DPO to create an appropriate method of referring clients and communicating Case/treatment Plan. b. Introduce program staff to DPO staff. c. Define method and frequency of communication 	Executive Director	In the event that new staff is hired after the first 30 days, the "Key Tasks" will be reviewed with them.

<p>Complete the three-day online training of the Nurturing Parent Curriculum</p> <p>Start Date: Month 1</p>	<p>a. Gain knowledge of various parenting skills and techniques for use in family reunification sessions</p>	<p>Counselor</p>	<p>In the event that this curriculum is deemed ineffective or there needs to be additional support, the counselor will research other curricula.</p>
<p>Meet with community stakeholders/partners</p> <p>Start Date: Month 2</p>	<p>a. Make the community aware of the current programming</p> <p>b. Ask for programming assistance</p>	<p>Executive Director</p> <p>Case Managers</p>	<p>Community involvement is essential for success. Contractor will contact organizations and businesses that have supported similar projects in the past.</p>
<p>Matters of the Heart Counseling Center opens a San Leandro office</p> <p>Start Date: Month 2</p>	<p>a. Set up a location that geographically more accessible to clients</p>	<p>Counselor</p>	<p>In the event that the set-up date is delayed, Contractor has space available for initial sessions to be held.</p>

Phase II: Client Recruitment and Service Delivery			
Benchmark Activity	Key Tasks	Responsible Leads	Mitigating Steps
<p>Identify and contact individuals that have been refined by the DPO for the Family Reunification program</p> <p>Timeline: Ongoing</p> <p>Start Date: Month 2</p>	<p>a. Case Managers will work with DPO to identify clients</p> <p>b. Case Managers will make the initial contact with clients</p>	<p>Case Manager</p>	<p>In the event that initial contact is unsuccessful, case managers will work with DPO to develop alternative methods to engage the clients.</p>
<p>Intake assessments that assess the need for stabilization services such as mental health and emotional services, and help guide the process of reunification during incarceration and upon reentry.</p> <p>Timeline: Every 60 days until stabilization is confirmed</p> <p>Start Date: Month 3</p>	<p>a. The appropriate assessments will be determined based on the Case/Treatment plan provided by the DPO</p> <p>b. Assessments will be administered.</p> <p>c. Supportive Services will be determined.</p>	<p>Case Manager</p> <p>Counselor</p>	<p>Case Managers will make reasonable attempts to complete Assessments; non-compliance will be immediately reported to DPO.</p>
<p>Upon reentry, facilitation of family reunification groups with some peer guided sessions</p> <p>Timeline: Monthly group sessions will be required</p> <p>Start Date: Month 4</p>	<p>a. Group topics and needs will be determined by client assessment information</p> <p>b. Peer volunteers will assist. They will be chosen from current volunteers</p>	<p>Counselor</p> <p>Peer Volunteers</p>	<p>The counselor and peer volunteers will make reasonable attempts to work with clients; non-compliance will be immediately reported to DPO.</p>

Phase II: Client Recruitment and Service Delivery			
Benchmark Activity	Key Tasks	Responsible Leads	Mitigating Steps
<p>Schedule one on one sessions with clients to help facilitate family reunification via family visits and reentry protocol. This process will begin during incarceration and continue upon reentry.</p> <p>Timeline: Monthly Start Date: Month 4</p>	<p>a. One on one session topics and formats will be determined from intake, IDP, and client behavior and participation in group sessions</p>	<p>Counselor</p>	<p>The counselor will make reasonable attempts to work with clients; non-compliance will be immediately reported to DPO.</p>
<p>Coordinate with community partners to help clients upon reentry with parenting classes, financial classes, and marriage classes.</p> <p>Timeline: Ongoing Start Date: Month 5</p>	<p>a. Work with community organizations to broaden the scope of the program</p> <p>b. Provide training and support</p>	<p>Case Managers</p>	<p>Work closely with DPO and Community Organizations to ensure appropriate referrals for clients.</p>
<p>Track, monitor and report client performance data and services provided</p> <p>Timeline: Ongoing Start Date: Month 2</p>	<p>a. Document all client information</p> <p>b. Enter client performance data into Salesforce</p>	<p>Counselor</p> <p>Case Managers</p>	<p>If there is a delay or error in reporting, staff will promptly work to report performance data to DPO</p>

Phase III: Deliverables / Reports			
Benchmark Activity	Key Tasks	Responsible Leads	Mitigating Steps
<p>Provide Monthly Reports to DPO.</p> <p>Timeline: Monthly</p>	<p>a. Utilize case notes and Salesforce to create accurate monthly reports</p>	<p>Case Managers</p> <p>Executive Director</p>	<p>In the event that there is a delay or error in the reporting, Contractor Staff will promptly work to report performance data to DPO</p>
<p>Submit a weekly progress report on each client's engagement and progress in services</p> <p>Timeline: Monthly</p>	<p>a. Case Managers will create progress reports</p>	<p>Case Managers</p>	<p>In the event that there is a delay or error in the reporting, Contractor Staff will promptly work to report performance data to DPO</p>
<p>Participate in ACPD's program evaluation efforts.</p> <p>Timeline: Upon Request</p>	<p>a. Case Managers will comply with all of ACPD's program evaluation requirements</p>	<p>Executive Director</p> <p>Case Manager</p>	<p>In the event that there is a delay or error, Contractor will work diligently to correct and comply with County requirements</p>

F. **Program Completions, Early Exits or Discharges:** Contractor shall have a process for documenting, collecting and tracking program completions, early exits or discharges from the program and these shall be reported to

ACPD on a regular basis. Contractor shall provide their measurement for “program completion.”

1. Contractor(s) will notify the supervising DPO if an active client exits the program early or is discharged with the supporting reasons and documentation. Contractor(s) will work with the client and DPO to identify an appropriate resolution and/or refer the client to another service provider for necessary services.

G. Staffing Requirements: Contractor must staff their proposed program with staff members who have qualifications and experience relevant to training in the proposed sector(s) in which the training will be provided. Program staff, particularly supervisory staff, will have experience in all facets of implementing evidenced-based programs including assessment, participating in evaluation, goal setting, analysis and ongoing program evaluation and modification to ensure goals and outcomes are met.

H. Data Collection Requirements: Contractor shall regularly collect and track data about referred, enrolled, and completed participants. While each contractor may use its own system for data collection, all requested participant and outcome data must be shared with ACPD per the report schedule below. Contractor(s) must agree to the County’s standard data sharing agreement terms.

VI. DELIVERABLES

- A. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided.
- B. The measurements outlined below, will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.
 1. How much was done?
 - a. Number of Probation clients referred to the Family Reunification Program provider(s).
 - b. Number of clients and associated family members receiving a needs assessment and case plan promoting family reunification.
 - c. Number of clients enrolled in each Family Reunification program by geography and demographics.

2. How well was it done?
 - a. Of the clients referred by ACPD, the number/percent who received an evidenced-based assessment within 30 days of the referral.
 - b. Of clients assessed, the number/percent who received services by each category of serve provision within 30 days of the assessment.
 - c. Of clients assessed, the number/percent who received a collaborative case plan within 30 days of the assessment.
 - d. Of clients assessed, the number and type of barrier removal services provided.
3. Are participants better off?
 - a. 75% of clients needing barriers removed had one or more barriers removed within 60 days of enrollment.
 - b. 50% of clients who completed the program did not reoffend or recidivate for 6 months after release from jail or prison.
 - c. Number and percentage of clients that were able to contact and/or visit an incarcerated family member in jail or prison.
 - d. Number and percentage of clients who felt they were able to establish meaningful relationships with children and/or family members upon release from jail/prison and during reentry.
 - e. Number and percentage of clients with children in out-of-home care that have been returned home and remained safely with their families.
 - f. Number and percentage of clients that are able to remain reunified with their families for 12 months after release.

VII. REPORTS

A. Monthly Reports

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

- a. Monthly Reporting - Client
 - (1) Name of the client served each month
 - (2) Probation case number (if applicable)
 - (3) Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.)
 - (4) Types of services provided by client
 - (5) Number of counseling hours provided to client for the month
 - (6) Total unduplicated clients served for the month
 - (7) Cumulative total unduplicated active clients in the program
 - (8) Date of Assessment Completion
 - (9) Date of Case Plan Creation
 - (10) Program Completion, Exit & Discharge outcome information (i.e., Program Violation, Probation Violation, Arrested, Completed Program Successfully, Relocated, etc.)
 - (11) Additional outcome information, as required

b. Monthly Reporting – Staff

Alameda County Probation Department supports the County's Re-entry Hiring Program—employment for justice-involved individuals.

Contractor shall submit a monthly report on the number of staff that are currently justice-involved or have previously been incarcerated. The report must provide, at minimum, the following information:

- (1) Number of employed justice-involved individuals;
- (2) Job Title/Position;
- (3) Hire Date

B. Bi-Annual Progress Reports

1. In addition to monthly data reports, Contractor shall submit a bi-annual narrative report to the ACPD Management Analyst discussing the outcomes detailed above and any additional outcome information at ACPD's request. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

C. Referral/Service Status Reports

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

D. Release/Consent Information

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

- E. Additionally, all Contractors must participate in the Probation Department's program evaluation efforts. These evaluations will utilize existing data required in monthly reports before adding new data. Data will be utilized to document services provided, and the short and intermediate impact or outcome of those efforts (during the time that Contractor is in contact with client).

**EXHIBIT B
 PAYMENT TERMS**

1. Within thirty (30) days upon receipt and approval of invoice, County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following:

a. **Personnel Costs**

- (1) Contractor shall invoice the County no more than an average of \$5,343.04/month for personnel costs;
- (2) Shall not exceed \$64,116.50/year;
- (3) Contractor agrees that Personnel funded through this contract shall be able to serve a minimum of 120 eligible clients (pending referral and/or approval by ACPD) over the initial 12 month contract period; and
- (4) The table below shall be a cost estimate for personnel:

A – Personnel	
Program Director	\$3,417
Case Manager, Supervisor	\$9,400
Case Manager #1	\$7,500
Case Manager #2	\$7,500
Licensed Clinician (Office); \$188/hour	\$18,800
Licensed Clinician (In Home); \$350/hour	\$17,500
Total Maximum Personnel Cost	\$64,117

b. **Client Financial Support for Concrete Services**

- (1) Shall be reimbursed to the Contractor for the amount incurred to provide concrete services and financial support, described in the table below, to the client:

Concrete Services/Financial Support	How will the participants receive support
Transportation: Family Group Sessions, Family Outings, Job Interviews	Clipper cards will be made available.
Job Interview readiness: Haircut, appropriate clothing, lunch vouchers, workshop readiness	Direct aid
Childcare services for children too young for group.	With group registration, clients will be asked if additional child care is

	needed
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(a) Concrete services other than for those listed in the table above must be pre-approved by Probation.

(2) Invoices shall clearly identify the specific concrete service(s) provided per client each month;

(3) Shall not exceed \$18,000/year.

c. Trips, Family Outings, and Celebrations for Client/Family

(1) Shall be reimbursed to the Contractor for the amount incurred to provide Trips, Family Outings, and Celebrations for clients and their families;

(2) Invoices shall clearly identify the specific trip, family outing, and/or celebration with the associated client;

(3) Shall not exceed \$5,000/year.

d. Other Direct Costs

(1) Shall be reimbursed to the Contractor for the amount incurred to provide other direct costs as indicated in the table below; and

Other Direct Costs	
Program Supplies	\$2,500
Equipment	\$3,500
Lease (office space); \$500/month	\$6,000
Total Maximum Other Direct Costs	\$12,000

(2) Shall not exceed \$12,000/year.

2. 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).

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

3. Total payment under the terms of this Agreement will not exceed the total amount of \$99,117. This cost includes all taxes and all other charges.

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

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G <u>Endorsements and Conditions:</u>	
<ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, and Professional Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

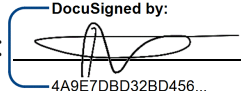
If there are any exceptions to this certification, insert the exceptions in the following space.

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

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

CONTRACTOR: Tri-Cities Community Development Center

PRINCIPAL: Pastor Horacio Jones TITLE: Executive Director

SIGNATURE:  DATE: 2/8/2019