



AGENCY ADMIN. & FINANCE
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452
Fax: (510) 351-1367

November 29, 2011

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

Subject: Approval of Standard Agreements with the Interagency Children's Policy Council (ICPC) Alameda County Girls Mental Health Project funded by the Zellerbach Foundation, the Department of Justice, Office of Juvenile Justice and Delinquency Prevention along with the Bay Area Community Resources to support the West Oakland Culture Keepers Program

RECOMMENDATION

It is recommended that your Board approve the eight attached Standard Agreements with the following community based organizations:

1. M.I.S.S.E.Y (Motivating Inspiring, Supporting and Serving Sexually Exploited Youth (Principal: Nola Brantley, Executive Director; Location, Oakland; Procurement Contract #7165) **in the amount of \$45,000 for the period December 1, 2011 through November 30, 2012** to provide staff and organizational support in the development and coordination of commercially sexually exploited children specialized trainings, facilitate appropriate assessments and support services for commercially sexually exploited children at the drop-in center.
2. Child Abuse Listening, Interviewing and Coordination Center/C.A.L.I.C.O (Principal: Victoria Gwiasda, Executive Director; Location, San Leandro; Procurement Contract#7157) **in the amount of \$20,000.00 for the period December 1, 2011 through November 30, 2012** to provide staffing and organizational support to facilitate and coordinate commercially sexually exploited children case conferencing and conduct relevant trainings.
3. Covenant House California-Oakland (Principal: George R. Lozano, Executive Director; Location, Oakland; Procurement Contract#7154) **in the amount of \$15,000 for the period December 1, 2011 through November 30, 2012** to provide staffing and organizational support and conduct street outreach to at-risk youth and commercially sexually exploited children, facilitate appropriate referrals and service linkages and target commercially sexually exploited children provider trainings.
4. Dream Catcher/Alameda Family Services (Principal, Irene Kudarauskas, Executive Director; Location, Oakland; Procurement Contract#7162) **in the amount of \$18,000 for the period December 1, 2011 through November 30, 2012** to coordinate emergency

shelter care and service linkages to commercially sexually exploited children and conduct relevant provider trainings.

5. Youth Radio (Principal, Ellin O'Leary. Executive Director; Location, Oakland; Procurement Contract #7156) **in the amount of \$25,000 for the period December 1, 2011 through November 30, 2012** to provide staffing and organizational support in the development, implementation and production of the commercially sexually exploited children peer education curriculum and other media assets which will be made available on the internet aimed to promote awareness and prevention.
6. Hatchuel Tabernik and Associates (Principal, Tim Tabernik, President; Location, Berkeley; Procurement Contract #7171) **in the amount of \$30,000 for the period December 1, 2011 through November 30, 2012** to provide technical assistance and conduct program evaluation planning and implementation, survey design, data analysis and reporting.
7. Approve a standard agreement with JPG Consultants (Principal: Julie Posadas-Guzman, Chief Executive Officer, Location: Oakland, Procurement #7141) **in the amount of \$56,500 for the period of July 1, 2011 through June 30, 2012** to provide consultation and programmatic support to develop a unified county-wide systems response for commercially sexually exploited children and females in detention.
8. Approve a standard agreement with Bay Area Community Resources (Principal: Martin Weinstein, Chief Executive Officer. Location: Oakland, Procurement #7137) **in the amount of \$35,000 for the period of September 1, 2011 through June 30, 2012** to provide staffing support, and program oversight of the Culture Keepers mentoring youth pilot project at Hoover Elementary School.
9. Approve the attached financial recommendation.

SUMMARY/ DISCUSSION/FINDINGS

On June 22, 2009, ICPC submitted a full proposal to the Federal Office of Juvenile Justice and Delinquency Prevention (OJJDP) and was awarded a grant in the amount of \$500,000 for ***Improving Community Response to the Commercial Sexual Exploitation of Children (CSEC)***. Funds are to be allocated over a three-year period and we are in our 3rd and final fiscal year of programming.

ICPC will be utilizing the OJJDP grant award funds to address community response to commercially sexually exploited children by implementing the following activities: **Training in and implementation of SEM/CSEC curriculum** (provided by the OJJDP) to further raise awareness and build capacity of local communities impacted by CSEC, youth serving systems and providers, as well as law enforcement and the juvenile justice professionals; **Collaborative Case Review of SEM/CSEC cases** to improve stabilization efforts of youth and increase the likelihood of successful prosecution of exploiters; **Enhancement of current SEM/CSEC services** (i.e. advocacy, case management, outreach, shelter / residential options and care, drop-in support services.)

Serving as the fiscal agent for the Sexually Exploited Minors (SEM) Network, a body of direct service/community providers, law enforcement, district attorney and public systems partners who have been working to enhance and provide specialized services for SEM youth, ICPC has been

the incubator and program planning support for the group and through this collaborative effort has identified the immediate need to create SEM specific intake and assessment protocols, as well as a menu of specialized services (i.e. the Safe Place Alternative (SPA) program) and information to assist youth impacted by commercial sexual exploitation and other forms of sexual victimization.

On June 7, 2011, ICPC was awarded a \$60,000 grant from the Zellerbach Family Foundation to continue efforts to develop and implement county-wide protocols and create coordinated responses for commercially sexually exploited children in Alameda County and provide technical assistance and consultation to improve services for young women in detention or on probation.

JPG Consulting and ICPC have been collaborating together since 2009, to improve systems responses for youth in the Alameda County juvenile justice system, more specifically in the development of a county-wide system response for commercially sexually exploited children. ICPC serves as the fiscal lead and work in partnership with Alameda County Probation to provide oversight and direction for JPG Consultants to ensure core deliverables of the grant will be achieved. Previous funding from the Zellerbach Family Foundation (ZFF) has enabled ICPC and JPG consultant to develop a blueprint for improving detention based services for girls in Alameda County and was solicited by ZFF to submit a proposal to continue the work to implement the report's recommendations.

The Culture Keepers is a pilot project under the collaborative leadership of Oakland Unified School District, Alameda Health Care Services Agency, Bay Area Community Resources, Alternatives in Action and the Hoover school community. The project was conceived with the philosophy that communities possess all the resources necessary to heal themselves. The Culture Keepers is a cascading mentorship program, with the goal of providing culturally relevant mentorship, conflict resolution, and positive peer to peer interactions. The Culture Keepers program will provide mentorship and intervention services in Hoover school community with the goal of reducing suspensions, expulsions, and other disciplinary measures that disrupt the school environment. Hoover students who encounter difficulties during the day will immediately be assisted by a member of the Culture Keepers team. The student and team member will have a brief meeting during which the student will be quickly assessed and introduced to a guided reflection process aimed at de-escalating their behavior and identifying the triggers and root causes that lead to the disruption. The Culture Keepers team will be able to provide referrals to mental health services, family support services, and supplementary educational support.

Bay Area Community Resources is a non-profit community based organization that will function as the fiscal intermediary for this pilot project and provide staffing support and mentorship coordination.

SELECTION CRITERIA:

The Zellerbach Family Foundation grant agreement has specified JPG Consultants as the collaborating partner to fulfill specific tasks and achieve the desired outcomes. The selected partner has the expertise and an established history with Alameda County to work with commercially sexually exploited children population and the juvenile justice system and is an Alameda County SLEB vendor, with Certification Number 09-000094.

*Paramount to the Office of Juvenile Justice Delinquency and Prevention (OJJDP)
Commercially Sexually Exploited Children Initiative proposal and grant agreement, HTA*

Consultants has also been defined and approved as the grant evaluators. Hatchuel Tabernik and Associates, an Alameda County SLEB, Certification Number 06-90929, has expertise and knowledge of research and evaluation, experience in working with federal grants and familiarity with various research methods and reporting. They have an existing relationship with Alameda County including ICPC and School Based Health Services.

The selected CBOs demonstrate a service delivery model that was also approved by the Office of Juvenile Justice and Delinquency Prevention Department grant agreement and reflect the policy direction of the County of Alameda with regard to specialized service response and interface with Juvenile Justice, Social Services, Law Enforcement and the Oakland Unified School District for the provision of these particular services.

Each identified and selected CBO/provider has the staffing and organizational capacity to deliver specialized services and support the emerging best practices in responding to the needs of specific high end youth populations and have an established working history working with and in Alameda County.

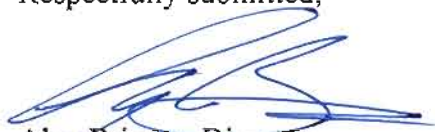
More specifically the selected providers have a demonstrated ability to execute the scopes of work, financial viability to administer programming and service capacity that will increase and/or improve positive outcomes for youth.

Therefore it is recommended that your Board approve the attached Standard Agreements.

FINANCING:

Approval of these Standard Agreements will have no impact on County general fund revenue. The attached financial recommendation is to fund the JPG contract with Zellerbach revenue and the remainder of the funding is included in the approved budget for FY2011-2012.

Respectfully submitted,



Alex Briscoe, Director
Health Care Services Agency

Cc: County Administrator
Auditor-Controller
County Counsel

FINANCIAL RECOMMENDATION

AGENDA DATE: 12/20/2011

Subject of Board Letter: Approval of 8 Standard Agreements with ICPC

BY: 2012

10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	
350100	479990	00000		\$60,000
			ORG TOTAL	\$60,000

ORG	ACCT	PROG	PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL REVENUE \$60,000

ORG	ACCT	PROG	PROJ/GR	
350100	610000	00000		\$60,000
			ORG TOTAL	\$60,000

Informational

ORG	ACCT	PROG	PROJ/GR	
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION \$60,000

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 20, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and Motivating Inspiring Supporting and Serving Sexually Exploited Youth (M.I.S.S.E.Y.), hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Office of Juvenile Justice Delinquency and Prevention (OJJDP) Commercially Sexually Exploited Children (CSEC) Program services which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 1, 2011 through November 30, 2012.

The compensation payable to Contractor hereunder shall not exceed Forty Five Thousand U.S. Dollars Only (\$45,000.00) 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

M.I.S.S.S.E.Y.

By: _____
Signature

By: Nola Brantley
Signature

Name: _____
(Printed)

Name: Nola Brantley
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 11/23/2011

Approved as to Form:

By: [Signature]
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: M.I.S.S.E.Y.
470 27th Street
Oakland, CA 94612
Attn: Nola Brantley

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 OJJDP CSEC Program services shall not exceed \$45,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Deleted as Contractor is exempt since it is a non-profit community based organization.
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 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 two additional one year terms 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

Contract No. _____

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 DEFINITION OF SERVICES

1. Contracted Services:

Contractor shall provide staff and organizational support and program services for Commercially Sexually Exploited Children (CSEC) training component.

Contractor shall provide specialized services to Sexually Exploited Minors (SEM) including health and wellness education, skill building workshops, job readiness and employment training, support groups, case management support and other structured activities.

2. Program Name:

OJJDP Grant- Improving Community Response to CSEC

3. SACEY/SPA Program Activities and Outcomes:

- **Program Activity #1: Prepare Training Materials:** Contractor shall prepare and refine a training curriculum and then further customize the training for various audiences, including the development of role plays, training exercises, handouts etc.
- **Program Activity #2: Coordinate Trainings:** Contractor shall develop a process for handling training requests; respond to all training inquiries, and direct trainings to appropriate program partners. In addition, Contractor shall provide debrief & support to other partner trainers. Contractor shall perform all trainings requested by Alameda County ICPC Contract Liaison, including trainings for County staff and program partners.
- **Program Activity #3: Collaborative Training:** Contractor shall coordinate collaborative training opportunities for professionals in the field to occur at the Alameda County Family Justice Center(ACFJC).
- **Program Activity #4: Core Training:** Contractor shall present core training content through specialized trainings for system providers.
- **Program Activity #5: Records:** Contractor shall maintain records of all the trainings as well as develop a process for measuring the impact of concentrated trainings.
- **Program Activity #6: Ongoing Training:** Contractor shall offer an on-going training and support to professionals and caregivers through the Safe Place Alternative(SPA).

4. Program Description and Contractor Requirements:

Within the context of the SEM Provider Network and the provisions of the OJJDP federal grant, Contractor shall provide staff support to conduct case assessment/consultation, referrals and service linkages; participate in all meetings and CSEC trainings.

Contractor shall also provide the following:

- A. Attend monthly SEM/CSEC network meetings and workgroups as appropriate and/or as requested by the County by sending an agency representative assigned/designee to the SEM Network.
- B. Provide ongoing support to SEM/CSEC network activities such as trainings/workshops, outreach events, informational meetings and presentations.
- C. Provide guidance and direction related to the development of specialized SEM/CSEC protocols and processes to ensure appropriate systems response.
- D. Participate and support evaluation and data collection efforts related to sexually exploited minors in Alameda County.
- E. Support the efforts of the SEM/CSEC provider network partners in relation to funding opportunities and resource development activities and other capacity building ventures as they relate to sexually exploited minors.
- F. Share and disseminate information in support of SEM Network goals and objectives.

5. Hours/Days of Operation: Contractor shall provide services Monday through Friday between the hours of 9:00 am and 6:00 pm.

6. Reporting Requirements:

Contractor shall submit program progress reports and program data on contract deliverables and other measurables listed below, as well as other program data requested by the County for the purposes of evaluation, including but not limited to demographics and services dosages. **Contractor shall not provide personal identifiable information for any youth.**

Contractor shall provide the Alameda County ICPC Contract Liaison with written quarterly reports, the status of project activities and objectives achieved as outlined in this Exhibit Sections 3 and 4, along with the following:

- Number of trainings provided
- Number of training participants
- Number of training hours
- Number of trainings held for systems partners
- Number of collaborative trainings at the ACFJC
- Number of youth served through compassionate services, i.e. SPA drop-in center, case management support and other service coordination efforts.
- Issues and concerns, including any staffing and program changes

- Project Update Summary
- Recommendations

A. Contractor shall provide the Alameda County ICPC Contract Liaison with a written final Annual Report that will include, but not be limited to the following information:

- Issues and concerns
- Project Update Summary
- Recommendations
- Year –End Data and status report
- Outline of results for each identified program activity and stated outcomes
- Other information as requested by County

7. Evaluation Requirements:

A. Alameda County ICPC Contract Liaison, or designee, may at any time, upon reasonable notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of financial and other records and materials connected with the activities and services of Contractor.

B. Alameda County ICPC Contract Liaison, or designee, shall conduct site visits to assess the effectiveness of the program and services of Contractor.

C. Contractor shall promptly comply with data requests from Hatchuel Tabernik and Associates (HTA), an outside evaluation provider or other outside evaluation as may be named by the County and any requests from the County.

8. Certification/Licensure: N/A

9. Target Population:

Contractor shall serve all youth at risk and/or exposed to sexual exploitation between the ages 11 and 24.

10. Service Area/Delivery Site:

Contractor shall focus specific training, support services and educational activities on areas where exploited youth are known to be trafficked.

11. Service Criteria:

Contractor shall provide services to all youth regardless of ability to pay.

EXHIBIT B PAYMENT TERMS

I. Budget Related:

A. Composite Budget Summary and Detail (See Attachment A)

II. Terms and Conditions of Payment:

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$ 45,000.00**. Funds shall be used solely in support of the Be A Mentor/MISSEY services operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Alameda County ICPC Contract Liaison.

2. County shall reimburse Contractor **\$10,000.00** after execution of this contract for services performed based on invoice submitted by Contractor. Thereafter, County shall reimburse **\$8,750.00** quarterly based on submission of invoice and acceptable quarterly reports as defined in Exhibit A, Section 6, of this Agreement. Contractor shall submit its invoices, reports and other required documentation as follows:

- Quarterly Progress Report documenting services performed and achievements of the 1st quarter deliverables due **March 1, 2012;**
- Quarterly Progress Report documenting services performed and achievements of the 2nd quarter deliverables due **June 1, 2012;**
- Quarterly Progress Report documenting services performed and achievements of the 3rd quarter deliverables due **September 1, 2012;**
- Final Progress Report documenting achievement of deliverables for the entire contract due **November 30, 2012;**

3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of acceptable invoice provided quarterly reports have been approved after review by the County and Contractor has submitted any other data or documentation requested.

B. Invoicing Procedures:

Invoice, accompanied by required quarterly report as stated above, shall be submitted to:

Alameda County Health Care Service Agency

1000 San Leandro Blvd. Suite 300

San Leandro, CA 94577

Attn: Zandra Washington, Alameda County ICPC Contract Liaison

ATTACHMENT A - SUBGRANTEE BUDGET					
Fiscal Year- December 1, 2011 - November 30, 2012					
Subgrantee Name: MISSEY, Inc.					
				Match	Total Project Budget
I. DIRECT COSTS					
A. PERSONNEL					
Agency Positions	Annual Salary	% FTE on project			
Supervision	\$ 43,000	10%	\$ 4,300.00	\$ -	\$ 4,300.00
Training Coordinator	\$ 38,000	75%	\$ 28,500.00	\$ -	\$ 28,500.00
SPA Facilitator	\$ 33,000	5%	\$ 1,650.00	\$ -	\$ 1,650.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Subtotal			\$ 34,450.00	\$ -	\$ 34,450.00
Fringe Benefits & Rate	rate:	15%	\$ 5,167.50	\$ -	\$ 5,167.50
SUBTOTAL			\$ 39,617.50	\$ -	\$ 39,617.50
B. OTHER DIRECT COSTS					
Duplicating/Copying			210	200	410
Equipment/Computer Upgrades				250	250
Office Rent			500	1,900	2,400
Facility/Classroom Rental					-
General Office Supplies/Software			1,000		1,000
Postage			-	50	50
Program Materials and Supplies			200	500	700
Telephone/Internet/Communications			100	400	500
Travel/Transportation			1,122		1,122
Staff Training					

The projected cost of duplicating and copying for program related materials is \$500.00. This includes the printing of brochures and program flyers, presentation and training materials \$500.00. The total requested is \$210.00.

Equipment

The projected cost for equipment purchases specific to the Training Coordinator position is \$500. The estimated purchase of a projector is included. The total requested is \$250.00.

Office Rent

The projected cost of office rent is \$2,400.00 annually. The total requested is \$500.00.

General Office Supplies/Software

The projected cost of office supplies for the Training Coordinator is \$1,000. This covers approximately \$83.33 per month for office supplies. The total requested is \$1,000.00.

Program Materials & Supplies

The projected cost for program materials and supplies is \$200.00. This covers all supplies for the program, including but not limited to training materials, materials and supplies for SPA etc. The total requested is \$200.00.

Telephone/Internet/Communications

The projected cost of a landline telephone annually is \$500.00. The phone usage is estimated at 1/5 of \$42/mo. for 12 months (or \$8.33), totaling \$100.00. The total requested from ICPC is \$100.00.

Travel/Transportation/Meeting Costs

Transportation and mileage costs will cover one full time Training Coordinator. The Training Coordinator will travel multiple times each week for trainings, training coordination and related meetings. Mileage is reimbursed at the rate determined by the State of California at 42 cents per mile. We have estimated the Training Coordinator will travel an average of 240 miles per month, at 42 cents per mile, totaling an average of \$100.00 each month. The total requested is \$1,200.00.

II. Indirect Costs

Indirect Expenses

The total indirect cost for the entire ICPC award is 5%. Indirect expenses cover the accounting and banking for the program and total \$2,250.00. The total requested is \$2,250.00.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2011

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

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

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	CONTACT NAME: Tracy White PHONE (A/C, No, Ext): (510) 548-8200 FAX (A/C, No): (510) 548-6145 E-MAIL ADDRESS: twhite@fidelityinsuranceservice.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: NIAC</td> <td></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: NIAC			INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Missey, Inc. 470 27th St Oakland CA 94612																					

COVERAGES CERTIFICATE NUMBER: CL1181602337 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Prof. Liability Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			201127376NPO	3/22/2011	3/22/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201127376NPO	3/22/2011	3/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			201127376DONPO	3/22/2011	3/22/2012	Per Occurrence \$1,000,000 General Aggregate \$1,000,000

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

Alameda County Health Care Services Agency are additional insured in regard to the operations of the insured.

CERTIFICATE HOLDER

Alameda County Health Care Services Agency
 1000 San Leandro Blvd
 San Leandro, CA 94577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erik Holland/ERH *Erik Holland*

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: M.I.S.S.E.Y.

PRINCIPAL: Nola Brantley TITLE: Executive Director

SIGNATURE: *Nola Brantley* DATE: 11/23/2011

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Motivating Inspiring Supporting and Serving Sexually Exploited Youth (M.I.S.S.E.Y.) DEPT #: 465
TITLE/SERVICE: OJJDP CSEC Program services

DEPT. CONTACT: Zandra Washington/ Decima C. Molina PHONE: x53458/ x57571

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

- 1. Is the contractor a corporation or partnership? (X) ()
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 26-4513862.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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

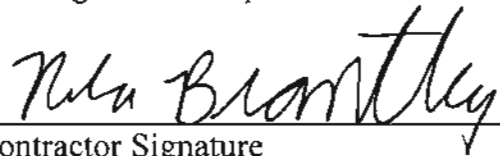
IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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



 Contractor Signature



 Agency/Department Head/Designee Signature

Nola Brantley

 Printed Name

Alex Briscoe

 Printed Name

11/23/2011

 Date

11/28/11

 Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 20, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and Child Abuse Listening, Interviewing and Coordination (C.A.L.I.C.O) hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Office of Juvenile Justice Delinquency and Prevention(OJJDP) Commercially Sexually Exploited Children (CSEC) Program services which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 1, 2011 through November 30, 2012.

The compensation payable to Contractor hereunder shall not exceed Twenty Thousand U.S. Dollars Only (\$20,000.00) 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

C.A.L.I.C.O

By: _____
Signature

By: Victoria Gwiasda
Signature

Name: _____
(Printed)

Name: Victoria Gwiasda
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 12/6/11

Approved as to Form:

By: [Signature]
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: C.A.L.I.C.O.
524 Estudillo Avenue
San Leandro, CA 94577
Attn: Victoria Gwiasda

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 OJJDP CSEC Program services shall not exceed \$20,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Deleted as Contractor is exempt since it is a non-profit community based organization.
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 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 two additional one year terms 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
DEFINITION OF SERVICES

1. **Contracted Services:** Contractor shall provide staff and organizational support to facilitate and coordinate CSEC collaborative case conferencing panels and develop CSEC case review and interview protocols and provide trainings.

2. **Program Name:**

Office of Juvenile Justice Delinquency and Prevention (OJJDP) Grant- Improving Community Response to Commercially Sexually Exploited Children (CSEC)

3. **CALICO Program Objectives and Contractor Required Activities:**

Contractor shall provide services to achieve the following objectives:

- Increase ability of investigative partners to collaborate on CSEC cases via training and case conferencing procedure.
- Increase the number of collaborative cases across investigative partners i.e. child protective services, law enforcement and prosecutors.

- **Program Activity #1:** Contractor will facilitate at least 6 case review meetings.

- **Program Activity #2:** Contractor will review the Alameda County's multi-disciplinary protocols for responding to child abuse investigations and prepare refined protocols to increase relevance to CSEC.

- **Program Activity #3:** Contractor will train investigative partners (e.g., law enforcement, child welfare and prosecutors) on the Alameda County's multi-disciplinary protocols as they relate to CSEC.

- **Program Activity #4:** Contractor will facilitate joint investigations through CALICO, inclusive of law enforcement, child welfare and prosecutors.

4. **Program Description and Requirements:**

Within the context of the Sexually Exploited Minors (SEM) Provider Network and the provisions of the OJJDP federal grant, Contractor shall provide staff support to conduct case conferencing/forensic interviews, referrals and service linkages, and participate in all meetings and CSEC trainings. Contractor shall also provide the following:

- A. Attend monthly SEM/CSEC network meetings and workgroups as appropriate by sending a representative assigned/designee to the SEM Network.
- B. Provide ongoing support to SEM/CSEC network activities such as trainings/workshops, outreach events, informational meetings and presentations.

- C. Provide guidance and direction related to the development of specialized SEM/CSEC protocols and processes to ensure appropriate systems response.
- D. Participate and support evaluation and data collection efforts related to sexually exploited minors in Alameda County.
- E. Support the efforts of the SEM/CSEC provider network partners in relation to funding opportunities and resource development activities and other capacity building ventures as they relate to sexually exploited minors.
- F. Share and disseminate information in support of SEM Network goals and objectives.

5. Hours/Days of Operation: Contractor shall provide services Monday, Tuesday, Wednesday and Friday from 8:30 a.m. to 4:30 p.m.; and Thursday from 8:30 a.m. to 8:00 p.m.; and have 24-hour on-call emergency service available.

6. Reporting Requirements:

Contractor shall submit program progress reports and data on contract deliverables and other measurables listed below, as well as other program data requested for the purposes of evaluation.

Contractor shall provide the Alameda County ICPC Contract Liaison with written quarterly reports, with a summary of the status of project activities and objectives achieved as outlined in this Exhibit Sections 3 and 4, along with the following:

- Number of collaborative cases reviewed and outcomes
- Number of training activities conducted
- Number of participants/training outcomes
- Number of training hours
- Issues and concerns, including any staffing and program changes
- Project Update Summary
- Recommendations

- A. Contractor shall provide the Alameda County ICPC Contract Liaison with a written final Annual Report that will include, but not be limited to the following information:
 - Issues and concerns related to the services provided
 - Project Update Summary
 - Recommendations
 - Year –End Data and status report
 - Outline of results for each identified program activity and stated outcomes

7. Evaluation Requirements:

A. Alameda County ICPC Contract Liaison, or designee, may at any time, upon reasonable notice, monitor and conduct an evaluation of operations, which may include site visits and review of financial and other records and materials connected with the activities and services of Contractor.

B. Alameda County ICPC Contract Liaison, or designee, shall conduct site visits to assess the effectiveness of the program and services of Contractor.

C. Contractor shall comply with data requests from Hatchuel Tabernik and Associates (HTA), an outside evaluation provider, and any requests for County internal evaluation processes.

8. Certification/Licensure: N/A

9. Target Population:

Contractor shall provide services to Alameda County Agencies involved to child abuse investigations to better serve school aged youth at risk and/or exposed to sexual exploitation.

10. Service Area/Delivery Site:

Contractor shall focus program improvement and training activities with agencies in Alameda County working with CSEC, including law enforcement and Social Services.

11. Service Criteria:

Contractor shall provide services to all agencies and youth regardless of ability to pay.

EXHIBIT B
PAYMENT TERMS

I. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$ 20,000.00.** Funds shall be used solely in support of the C.A.L.I.C.O services operational budget as attached hereto. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Alameda County ICPC Contract Liaison.

2. County shall reimburse Contractor up to **\$5,000.00** quarterly based on submission of invoice and acceptable quarterly reports as defined in Exhibit A, Section 6, of this Agreement. Contractor shall submit reports, as follows:

- Quarterly Progress Report documenting services performed and achievements of the 1st quarter deliverables due **March 1, 2012;**
- Quarterly Progress Report documenting services performed and achievements of the 2nd quarter deliverables due **June 1, 2012;**
- Quarterly Progress Report documenting services performed and achievements of the 3rd quarter deliverables due **September 1, 2012;**
- Final Progress Report documenting services performed and achievement of deliverables for the entire contract due **November 30, 2012;**

3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of acceptable invoice provided quarterly reports have been approved.

B. Invoicing Procedures:

Invoice, accompanied by required quarterly report as stated above, shall be submitted to:

Alameda County Health Care Service Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Zandra Washington, Alameda County ICPC Contract Liaison

ATTACHMENT 2-A - SUBGRANTEE BUDGET
Fiscal Year- December 1, 2011 - November 30, 2012

Subgrantee Name:		CALICO			
I. DIRECT COSTS			Measure Y Request	Match	Total Project Budget
A. PERSONNEL					
Lead Agency Positions	Annual Salary (FTE)	% FTE on project			
Child Interview Specialist (Brodeur)	\$61,094	10%		\$ 6,109.40	\$ 6,109.40
Child Interview Specialist (Nevala)	\$ 62,264	10%		\$ 6,226.40	\$ 6,226.40
Child Interview Specialist (Ozuna)	\$ 52,689	10%		\$ 5,268.90	\$ 5,268.90
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Subtotal			\$ -	\$ 17,604.70	\$ 17,604.70
Fringe Benefits & Rate	rate:	14%		\$ 2,395.30	\$ 2,395.30
SUBTOTAL			\$ -	\$ 20,000.00	
B. OTHER DIRECT COSTS					
Duplicating/Copying					-
Equipment/Computer Upgrades					-
Office Rent					-
Facility/Classroom Rental					-
General Office Supplies/Software					-
Postage					-
Program Materials and Supplies					-
Telephone/Internet/Communications					-
Travel/Transportation					-
Staff Training					-
SUBTOTAL			\$ -	\$ -	\$ -
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients	Measure Y Request	Other Sources	
Wages (wage/hr x # hours)					\$ -
Stipend				\$ -	\$ -
Flexible funds/ client incentives				\$ -	\$ -
SUBTOTAL			\$ -		\$ -
TOTAL DIRECT COSTS					
II. INDIRECT COSTS					
GRAND TOTAL			\$ -	\$ 20,000	

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/01/2011

PRODUCER 925.686.2860 FAX 925.686.6118
 WestCallawayStotka, Inc.
 Lic. #0B63315
 200 Gregory Lane Bldg A
 Pleasant Hill, CA 94523

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Calico Center
 524 Estudillo Avenue
 San Leandro, CA 94577

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia
 INSURER B: State Compensation Ins Fund
 INSURER C: St. Paul Travelers
 INSURER D:
 INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	PHPK678013	02/24/2011	02/24/2012	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PROP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER					
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	PHPK678013	02/24/2011	02/24/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	149207006	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Employee Dishonesty	105577066	02/24/2011	02/24/2012	\$300,000 Limit	
						\$1,000 Deductible Per Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability \$1,000,000 Each Professional Incident / \$2,000,000 Aggregate Included in Policy
 County of Alameda, its Board of Supervisors, officers, agents and employees are Additional
 Insured on the General Liability as required by a signed written contract per endorsement
 CG2005 (11/85) attached.

*10 day notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Health Care Services Agency
 Attn: Insurance Unit
 1000 San Leandro Blvd. Ste 300
 San Leandro, CA 94577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lisa Dow/LRD

Lisa Dow



P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-01-2011

GROUP:
POLICY NUMBER: 1482070-2011
CERTIFICATE ID: 14
CERTIFICATE EXPIRES: 08-01-2012
08-01-2011/08-01-2012

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577-1875

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

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

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

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

James Neary
Authorized Representative

Thomas E. Rone
President and CEO

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-28-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CALICO CENTER (A NON-PROFIT CORP)
524 ESTUDILLO AVE
SAN LEANDRO CA 94577

NB

[B16,NB]

PRINTED : 11-08-2011

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: Child Abuse Listening Interviewing and Coordination (C.A.L.I.C.O.)

PRINCIPAL: Victoria Gwiasda TITLE: Executive Director

SIGNATURE: Victoria Gwiasda DATE: 12/6/11

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Child abuse Listening, Interviewing and Coordination

(C.A.L.I.C.O.) DEPT #: 465

TITLE/SERVICE: OJDP CSEC Program services

DEPT. CONTACT: Zandra Washington/ Decima C. Molina PHONE: x53458/ x57571

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-3256781.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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

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

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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

Victoria Gwiasda
 Contractor Signature

Alex Briscoe
 Agency/Department Head/Designee Signature

Victoria Gwiasda
 Printed Name

Alex Briscoe
 Printed Name

12/6/11
 Date

12/6/11
 Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 20, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and Covenant House California, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Office of Juvenile Justice Delinquency and Prevention (OJJDP) Commercially Sexually Exploited Children (CSEC) Program services which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide OJJDP Commercially Sexually Exploited Children (CSEC) Program services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements

The term of this Agreement shall be from December 1, 2011 through November 30, 2012.

The compensation payable to Contractor hereunder shall not exceed Fifteen Thousand U.S. Dollars Only (\$15,000.00) 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

COVENANT HOUSE CALIFORNIA

By: _____
Signature

By: George R. Lozano
Signature

Name: _____
(Printed)

Name: George Lozano
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 11/17/11

Approved as to Form:

By: [Signature]
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: Covenant House California
Administration Office
1325 N. Western Avenue
Hollywood, CA 90027
Attn: George Lozano

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 OJJDP Commercially Sexually Exploited Children (CSEC) Program services shall not exceed \$15,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Deleted as Contractor is exempt since it is a non-profit community based organization.
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 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 two additional one year terms 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 DEFINITION OF SERVICES

1. Contracted Services:

Contractor shall provide outreach activities, staff and organizational support and program services for Commercially Sexually Exploited Children (CSEC). Contractor shall have the key responsibilities of providing street outreach education, referrals and linkages and other Sexually Exploited Minors (SEM) activities. Contractor shall provide emergency shelter for CSEC and SEM.

Contractor shall conduct street outreach to at-risk and SEM youth, facilitate on-the spot education and provide basic needs support and referral linkages to the CSEC program as deemed appropriate.

Contractor shall facilitate "101 CSEC" trainings to other outreach/youth service providers and organizations in Alameda County.

Contractor shall work in concerted effort with the Interagency Children's Policy Council (ICPC) to support, coordinate and host at least two(2) additional trainings for the contract year to increase awareness, expand capacity and knowledge base of other youth serving, emergency shelter providers to better support and serve CSEC and other youth that are at high-risk of commercial sexual exploitation.

2. Program Name:

OJJDP Grant- Improving Community Response to CSEC

3. SACEY/SPA Program Activities and Outcomes:

Program Activity: Contractor shall provide 12 hours a week of street level outreach deemed appropriate to support CSEC and at-risk youth.

Outcomes: Contractor shall produce the following outcomes:

- 100% of SEM/CSEC youth who are contacted during outreach will receive appropriate information and safer sex education and materials;
- 100% of SEM/CSEC youth needing specialized support services will be referred;
- Contractor shall provide intensive outreach contacts to 300 unduplicated CSEC annually;
- Contractor shall also provide outreach to SEM.

Contractor shall maintain the following records and conduct the following types of outreach services.

Records: Contractor shall maintain records for Street Outreach including a log that includes the time, date, location, number of staff and number of people served at each street outreach event which will be kept on file for at least five years after the end date of this contract. In

reports to the County, **Contractor shall not provide personal identifiable information for any youth.**

- **Outreach:** Activities by Contractor to recruit and/or engage youth into programs provided by Contractor or another affiliated agency or program. Once a youth has been enrolled in case management by an agency, that youth can no longer be counted as receiving outreach from that agency.
- **General outreach:** Efforts to contact and engage youth about whom nothing is known. This may include outreach events, street engagement, presentations at schools, et cetera.
- **Intensive outreach:** Efforts to contact and engage specific youth (i.e. at least their name and perhaps some other information about them is known). This can be thought of as the “engagement” work to bring a youth into a program. Time spent trying to locate, as well as meeting with the youth, or his/her family and teachers, counts as intensive outreach.

4. Program Description and Contractor Requirements:

Contractor shall provide the following:

Within the context of the SEM Provider Network and the provisions of the OJJDP federal grant, Contractor shall provide guaranteed bed reservation space for CSEC and SEM in need of emergency shelter.

Contractor shall provide staff support to conduct street outreach, advocacy, case assessment/consultation, referrals and service linkages; participate in all meetings and CSEC trainings.

Contractor shall also provide the following:

- A. Attend monthly SEM/CSEC network meetings and workgroups as appropriate and/or as requested by County by sending an agency representative assigned/designee to the SEM Network.
- B. Provide ongoing support to SEM/CSEC network activities such as trainings/workshops, outreach events, informational meetings and presentations.
- C. Provide guidance and direction related to the development of specialized SEM/CSEC protocols and processes to ensure appropriate systems response.
- D. Participate and support evaluation and data collection efforts related to sexually exploited minors in Alameda County.
- E. Support the efforts of the SEM/CSEC provider network partners in relation to funding opportunities and resource development activities and other capacity building ventures as they relate to sexually exploited minors.
- F. Share and disseminate information in support of SEM Network goals and objectives.

Contractor shall provide staff support to conduct program planning, facilitate intake assessment, case consultation, advocacy, referrals and service linkages, and participate in all meetings and trainings deemed appropriate, and when requested by County, including resources to support the SEM Provider Network.

5. Hours/Days of Operation:

Contractor shall provide services on Mondays through Fridays, from the hours of 9:00 a.m. - 6:00 p.m. Contractor shall conduct street outreach from 5pm – 8pm and other outreach activities as deemed appropriate.

6. Reporting Requirements

Contractor shall submit program progress reports and program data on contract deliverables and other measurables listed below, as well as other program data requested by County for the purposes of evaluation, including but not limited to youth demographics and youth services dosages. **Contractor shall not provide personal identifiable information for any youth.**

- A. Contractor shall provide the Alameda County ICPC Contract Liaison with written quarterly reports, the status of project activities and objectives achieved as outlined in this Exhibit Sections 3 and 4, including the following:
 - Number of unduplicated intensive outreach contacts to support the number of 300 CSEC served annually
 - Number of outreach hours conducted
 - Number of youth referred to SEM support services
 - Number of unduplicated youth with high probability of being CSEC provided with referrals.
 - Number of identified CSEC
 - Number of identified CSEC who receive assessment
 - Number of identified CSEC who receive referrals to meet their short- and long-term needs
 - Issues and concerns, including any staffing and program changes
 - Project Update Summary
 - Recommendations

- B. Contractor shall provide the Alameda County ICPC Contract Liaison with a written final Annual Report that will include, but not be limited to the following information:
 - Issues and concerns
 - Project Update Summary
 - Recommendations
 - Year –End Data and status report
 - Outline of results for each identified program activity and stated outcomes
 - Other information as requested by County

7. Evaluation Requirements:

A. Alameda County ICPC Contract Liaison, or designee, may at any time, upon reasonable notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of financial and other records and materials connected with the activities and services of Contractor. Contractor shall not provide personal identifiable information for any youth in reports to County, however, shall maintain records, and if needed for evaluation purposes, shall make them available and enter into any agreements required for County, or its designees to review and/or evaluate the program.

B. Alameda County ICPC Contract Liaison, or designee, shall conduct site visits to assess the effectiveness of the program and services of Contractor.

C. Contractor shall promptly comply with data requests from Hatchuel Tabernik and Associates (HTA), an outside evaluation provider, or other outside evaluation as may be named by County and any requests from the County.

8. Certification/Licensure: N/A

9. Target Population:

Contractor shall serve all youth at risk and/or exposed to commercial sexual exploitation between the ages of 14 and 24.

10. Service Area/Delivery Site:

Contractor shall focus specific outreach and educational activities on areas where exploited youth are known to be trafficked. Contractor shall also target community groups and schools in those areas for educational outreach activities.

11. Service Criteria:

Contractor shall provide services to all youth regardless of ability to pay.

**EXHIBIT B
PAYMENT TERMS**

I. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed \$ 15,000.00. Funds shall be used solely in support of the Covenant House SACEY/SPA Project services operational budget attached. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Alameda County ICPC Contract Liaison.

2. County shall reimburse Contractor up to **\$3,750.00** quarterly based on the services performed and submission of invoice and acceptable quarterly reports as defined in Exhibit A, Section 6, of this Agreement. Contractor shall submit its invoices, reports and other documentation as follows:

- Quarterly Progress Report documenting achievements of the 1st quarter deliverables due **March 1, 2012;**
- Quarterly Progress Report documenting achievements of the 2nd quarter deliverables due **June 1, 2012;**
- Quarterly Progress Report documenting achievements of the 3rd quarter deliverables due **September 1, 2012;**
- Final Progress Report documenting achievement of deliverables for the entire contract due **November 30, 2012;**

3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of acceptable invoice provided quarterly reports have been approved after review by the County and Contractor has submitted any other data or documentation requested.

B. Invoicing Procedures:

Invoice, accompanied by required quarterly report as stated above, shall be submitted to:

Alameda County Health Care Service Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Zandra Washington, Alameda County ICPC Contract Liaison

COVENANT HOUSE CALIFORNIA

Fiscal Year- December 1, 2011-November 30, 2012

Subgrantee Name: COVENANT HOUSE CALIFORNIA			ICPC		
I. DIRECT COSTS			FY 11-12 Proposed Budget	Other Sources	Total Project Budget
Positions	Annual Salary	% FTE on project			
Street Outreach worker	\$ 29,000	42%	12,180	-	12,180
			-	-	-
Subtotal			12,180	-	12,180
Fringe Benefits & Rate	rate:	23.15%	2,820	-	2,820
SUBTOTAL			15,000	-	15,000
B. OTHER DIRECT COSTS					
Equipment				-	-
Office/Facility/Classroom Rent				-	-
General Office Supplies/Software/Copying				-	-
Program Materials and Supplies /Postage				-	-
Telephone/Internet/Communications				-	-
Postage				-	-
Stipend-Intern(20 hrs per wk @\$8.50/hr)				-	-
Other- van gas, insurance,maintenance, registration				-	-
SUBTOTAL			\$ -	\$ -	\$ -
C. SUPPORTIVE SERVICES FUNDS					
	Amount	# of clients	amount	Other Sources	
Wages (wage/hr x # hours)			\$ -	\$ -	\$ -
Stipend			\$ -	\$ -	\$ -
Flexible funds/ client incentives			\$ -	\$ -	\$ -
SUBTOTAL			\$ -		\$ -
TOTAL DIRECT COSTS			\$ 15,000	\$ -	\$ 15,000
II. INDIRECT COSTS					
	Percent of Total:		\$ -		
GRAND TOTAL			\$ 15,000	\$ -	\$ 15,000



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MP

DATE (MM/DD/YYYY)

07/08/11

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

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

PRODUCER Waldorf Risk Solutions LLC PO Box 590 Huntington, NY 11743	631-423-9500	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: COVHOU6	FAX (A/C, No):
	631-424-3610	INSURER(S) AFFORDING COVERAGE	
INSURED Covenant House California 1325 N. Western Avenue Hollywood, CA 90027	INSURER A: Lloyd's of London		NAIC #
	INSURER B: Liberty Mutual Group		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	X		F110116	07/01/11	07/01/12	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ SIR
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COM/OP AGG	\$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		ASJ-Z11-260528-011	11/15/11	11/15/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab.			F110116	07/01/11	07/01/12	Limit:	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Coverage certified above extends to include Alameda County, its Board of Supervisors, Officers, Agents & Employees as additional insured as their interest may appear.

CERTIFICATE HOLDER**CANCELLATION**

ALAMHEA ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY 1000 SAN LEANDRO BLVD., STE 300 SAN LEANDRO, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD

INSURED'S NAME Covenant House California

COVHOU6
OP ID: MP

PAGE 2
DATE 07/08/11

Should any of the described policies be cancelled before the expiration date thereof, the issuing Insurer will endeavor to mail 30 days written notice to the named certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

08/03/11

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

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

PRODUCER Chapman License #0522024 P. O. Box 6465 Pasadena, CA 91117-0455		626-405-8031 626-405-0586	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: COVEN-2
INSURED Covenant House California 1325 N Western Ave Los Angeles, CA 90027		INSURER(S) AFFORDING COVERAGE INSURER A: Quality Comp, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0150300411	04/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Van Grant - Measure Y.

CERTIFICATE HOLDER ALAMECR Alameda County Health Care Services Agency 1000 San Leandro Blvd. #300 San Leandro, CA 94577-1675	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Covenant House California DEPT #: 465

TITLE/SERVICE: Office of Juvenile Justice Delinquency and Prevention(OJJDP)
Commercially Sexually Exploited Children (CSEC) program services

DEPT. CONTACT: Zandra Washington/ Decima C. Molina PHONE: x53458/ x57571

I. INFORMATION ABOUT THE CONTRACTOR**YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:
13-3391210.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES**YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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

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

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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



 Contractor Signature

George Lozano

 Printed Name

11/17/11

 Date



 Agency/Department Head/Designee Signature

Alex Briscoe

 Printed Name

11/28/11

 Date

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: Covenant House California

PRINCIPAL: George Lozano TITLE: Executive Director

SIGNATURE: *George R. Lozano* DATE: 12/2/11

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 20, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and Alameda Family Services, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Office of Juvenile Justice Delinquency and Prevention (OJJDP) Commercially Sexually Exploited Children (CSEC) Program services which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements

The term of this Agreement shall be from December 1, 2011 through November 30, 2012.

The compensation payable to Contractor hereunder shall not exceed Eighteen Thousand U.S. Dollars Only (\$18,000.00) 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

ALAMEDA FAMILY SERVICES

By: _____
Signature

By: Irene Kudarauskas
Signature

Name: _____
(Printed)

Name: Irene Kudarauskas
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 11-23-11

Approved as to Form:

By: [Signature]
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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 in any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: Alameda Family Services
2325 Clement Avenue
Alameda, CA 94501
Attn: Irene Kudarauskas

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 OJJDP CSEC Program Services shall not exceed \$18,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Deleted as Contractor is exempt since it is a non-profit community based organization.
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 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 two additional one year terms 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

Contract No. _____

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 DEFINITION OF SERVICES

1. Contracted Services:

Contractor shall provide staffing and organizational support and program services for Commercially Sexually Exploited Children (CSEC) and Sexually Exploited Minors (SEM) who are in need of emergency shelter.

2. Program Name:

OJJDP Grant- Improving Community Response to CSEC

3. Program Description and Contractor Requirements:

Contractor shall provide guaranteed bed reservation space for SEM and CSEC who are in need of emergency shelter.

Contractor shall work in concerted effort with Interagency Children's Policy Council (ICPC) to support, coordinate and host two (2) additional trainings for the contract year to increase awareness, expand capacity and knowledge base of other youth serving, emergency shelter providers to better support and serve CSEC and other youth that are at high-risk of commercial sexual exploitation.

Contractor shall also provide staffing and organizational support in the planning, coordination and implementation of the annual Sexually Exploited Minors Awareness week activities.

Contractor shall provide staff support to conduct street outreach, advocacy, case assessment/consultation, referrals and service linkages; participate in all meetings and CSEC trainings.

Contractor shall also provide the following:

- A. Attend monthly SEM/CSEC network meetings and workgroups as appropriate and/or as requested by the County by sending an agency representative assigned/designee to the SEM Network.
- B. Provide ongoing support to SEM/CSEC network activities such as trainings/workshops, outreach events, informational meetings and presentations.
- C. Provide guidance and direction related to the development of specialized SEM/CSEC protocols and processes to ensure appropriate systems response.
- D. Participate and support evaluation and data collection efforts related to sexually exploited minors in Alameda County.
- E. Support the efforts of the SEM/CSEC provider network partners in relation to funding opportunities and resource development activities and other capacity building ventures as they relate to sexually exploited minors.
- F. Share and disseminate information in support of SEM Network goals and objectives.

4. Hours/Days of Operation:

Contractor shall provide emergency shelter services 24 hours a day.

5. Reporting Requirements

- A. Contractor shall submit program progress reports and program data on contract deliverables and other measurables listed below, as well as other program data requested by the County for the purposes of evaluation, including but not limited to demographics and services dosages. **Contractor shall not provide personal identifiable information for any youth.**
- B. Contractor shall provide the Alameda County ICPC Contract Liaison with written quarterly reports, the status of project activities and objectives achieved as outlined in this Exhibit Sections 3 and 4, including the following:
 - Number of youth receiving emergency shelter
 - Number of youth referred to SEM support services
 - Issues and concerns, including any staffing and program changes
 - Project Update Summary
 - Recommendations

Contractor shall include in its reports the number of youth served in the following benchmarks areas:

Benchmarks to be achieved	Quarter 1:	Quarter 2:	Quarter 3:	Quarter 4:
Deliverables				
# of unduplicated youth at high risk of exploitation receiving targeted prevention/ outreach.				
# of unduplicated youth with high probability of being CSEC provided with referrals.				
# of identified CSEC				
# of identified CSEC who receive assessment				
# of identified CSEC who receive referrals to meet their short- and long-term needs				

6. Evaluation Requirements:

- A. Alameda County ICPC Contract Liaison, or designee, may at any time, upon reasonable notice, monitor and conduct an evaluation of operations, which may include site visits

and reviews of financial and other records and materials connected with the activities and services of Contractor.

B. Alameda County ICPC Contract Liaison, or designee, shall conduct site visits to assess the effectiveness of the program and services of Contractor.

C. Contractor shall promptly comply with data requests from Hatchuel Tabernik and Associates (HTA), an outside evaluation provider, or other outside evaluation as may be named by the County and any requests from the County.

7. Certification/Licensure: N/A

8. Target Population:

Contractor shall serve all youth at risk and/or exposed to sexual exploitation between the ages 11 and 19.

9. Service Area/Delivery Site:

Contractor shall provide services at the DreamCatcher Youth Emergency Shelter.

Contractor shall focus specific outreach and educational activities on areas where exploited youth are known to be trafficked. Contractor shall also target community groups and schools in those areas for educational outreach activities.

10. Service Criteria:

Contractor shall provide services to all youth regardless of ability to pay.

**EXHIBIT B
PAYMENT TERMS**

I. Budget Related:

A. Composite Budget Summary and Detail (See Attachment)

II. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$ 18,000.00**. Funds shall be used solely in support of the Alameda Family Services/ DreamCatcher SACEY/SPA emergency shelter services operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Alameda County ICPC Contract Liaison.

2. County shall reimburse Contractor up to **\$4,500.00** quarterly based on services performed and on submission of invoice and acceptable quarterly reports as defined in Exhibit A, Section 5, of this Agreement. The final invoice shall not exceed the remaining balance of the contract.

3. Contractor shall submit its invoices, reports and other documentation as follows:

- Quarterly Progress Report documenting services provided and achievements of the 1st quarter deliverables due **March 1, 2012**;
- Quarterly Progress Report documenting services provided and achievements of the 2nd quarter deliverables due **June 1, 2012**;
- Quarterly Progress Report documenting services provided and achievements of the 3rd quarter deliverables due **September 1, 2012**;
- Final Progress Report documenting services provided and achievement of deliverables for the entire contract due **November 30, 2012**;

4. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of acceptable invoice provided quarterly reports have been approved after review by the County and Contractor has submitted any other data or documentation requested.

Contract No. _____

B. Invoicing Procedures:

Invoice, accompanied by required quarterly report as stated above, shall be submitted to:

Alameda County Health Care Service Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Zandra Washington, Alameda County ICPC Contract Liaison

BUDGET

Program Costs	\$ 8,437
SEM Awareness week activities expenses	\$3,000
Facilities Costs	5,534
Overhead Expense	1,029
TOTAL BUDGET	\$18,000

BUDGET JUSTIFICATION

Alameda Family Services/DreamCatcher Youth Shelter costs nearly \$453,000 to operate annually. Our budget requests of \$18,000 will be used to offset a portion of program, facilities and administrative overhead costs as indicated below.

PROGRAM COSTS	8,437
Total annual cost is \$33,987. Our request will provide for program supplies/expense (\$4,577), food for clients (\$866), and office supplies/expense (\$2,994).	
Support SEM Awareness activities, supplies, event marketing, client incentives, food and rental space/permits.	3,000
FACILITIES COSTS	5,534
Total annual cost is \$63,737. Our request will provide for telephones (\$2,620), building & equipment repairs & maintenance (\$1,262), and insurance (\$1,652).	
OVERHEAD EXPENSE	1,029
Total annual cost is \$56,497. Our requests will provide for \$1,029 to fund administrative expenses such as accounts payable and payroll processing.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2010

PRODUCER (415)978-3800 FAX: (415)978-3825
 Calender-Robinson Company, Inc.
 70267063
 0 Montgomery St., Suite 888
 San Francisco CA 94104

INSURED
 Alameda Family Services
 2325 Clement Street
 Alameda CA 94501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Nonprofits' Insurance	
INSURER B	Williamsburg National	
INSURER C	North American Elite	
INSURER D		
INSURER E		

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2011-08925-NPO	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2011-08925-NPO	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WCMWIL5035100	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Blanket Employee Dishonesty	CWB0002521-05	1/1/2011	1/1/2012	Each claim \$ 100,000 Deductible \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Alameda, its Board of Supervisors, the individual members thereof & all County officers, agents, employees & representatives are included as additional insured as per the attached endorsement - NOTE: 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

Alameda County Health Care Services Agency
 Attn: Decima Molina
 1000 San Leandro Blvd. #300
 San Leandro, CA 94577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Named Insured: Alameda Family Services

Policy: 2011-08925-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Alameda Family Services DEPT #: 465

TITLE/SERVICE: OJDP CSEC Program services

DEPT. CONTACT: Zandra Washington/Decima C. Molina PHONE: x53458/ x57571

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:
23-7088243.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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


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

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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



 Contractor Signature



 Agency/Department Head/Designee Signature

Irene Kudarauskas

 Printed Name

Alex Briscoe

 Printed Name

11-23-11

 Date

11/28/11

 Date

Contract No. _____

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: Alameda Family Services

PRINCIPAL: Irene Kudarauskas TITLE: Executive Director

SIGNATURE: Irene Kudarauskas DATE: 12-1-11

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 20, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and Youth Radio, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Office of Juvenile Justice and Delinquency Prevention (OJJDP) Commercially Sexually Exploited Children (CSEC) Program services which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 1, 2011 through November 30, 2012.

The compensation payable to Contractor hereunder shall not exceed Twenty Five Thousand U.S. Dollars Only (\$25,000.00) for the term of this Agreement.

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

COUNTY OF ALAMEDA

YOUTH RADIO

By: _____
Signature

By: Ellin O'Leary
Signature

Name: _____
(Printed)

Name: Ellin O'Leary
~~Jacinda Abcarian~~
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 12-05-11

Approved as to Form:

By: [Signature]
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: Youth Radio
1701 Broadway
Oakland, CA 94612
Attn: ~~Jacinda Abernethy~~ Therese Anderson, LCSW

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 OJJDP CSEC Program Services shall not exceed \$25,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Deleted as Contractor is exempt since it is a non-profit community based organization.
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 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 two additional one year terms 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 DEFINITION OF SERVICES

1. Contracted Services: Contractor shall provide outreach activities, staff and organizational support in the development, implementation and production of the Commercially Sexually Exploited Children (“CSEC”) youth peer education curriculum and other media assets which will be made available on the internet aimed to promote awareness and CSEC prevention.

2. Program Name:

OJJDP Grant- Improving Community Response to CSEC

3. Youth Radio Program Activities and Outcomes:

- **Program Activity #1:** Contractor shall recruit, train and stipend 5-6 Transitional Age Youth (TAY) to participate in a structured process for the purpose of developing a youth-centered, youth friendly, peer to peer curriculum designed to address youth at high-risk of victimization and exploitation.
- **Program Activity #2:** Contractor shall provide youth-developed CSEC prevention curriculum workshops to 80 unduplicated youth.
- **Program Activity #3:** Contractor shall provide targeted web-based CSEC prevention information program that will reach at least 5000 youth.
- **Program Activity #4:** Contractor shall host and/or participate in a CSEC awareness forum that aims to reach 100 youth. This will be done in collaboration with Sexually Exploited Minors (SEM) Providers Network and Interagency Children’s Policy Council (ICPC).

4. Program Description and Requirements:

Within the context of the SEM Provider Network and the provisions of the OJJDP federal grant, Contractor shall provide staff support to conduct case assessment/consultation, referrals and service linkages; participate in all meetings and CSEC trainings. Contractor shall also provide the following services:

- A. Attend monthly SEM/CSEC network meetings and workgroups as appropriate by sending an agency representative assigned/designee to the SEM Network. Contractor shall attend all meetings and workgroups as requested by County.
- B. Provide ongoing support to SEM/CSEC network activities such as trainings/workshops, outreach events, informational meetings and presentations.
- C. Provide guidance and direction related to the development of specialized SEM/CSEC protocols and processes to ensure appropriate systems response.

- D. Participate and support evaluation and data collection efforts related to sexually exploited minors in Alameda County.
- E. Support the efforts of the SEM/CSEC provider network partners in relation to funding opportunities and resource development activities and other capacity building ventures as they relate to sexually exploited minors.
- F. Share and disseminate information in support of SEM Network goals and objectives.

5. Hours/Days of Operation:

Contractor shall provide services Monday to Friday, 9 a.m. to 5 p.m., and occasional night and weekend activities.

6. Reporting Requirements:

As a provision of the County and OJJDP grant, Contractor shall submit program progress reports and program data on contract deliverables and other measurables listed below, as well as other program data requested for the purposes of evaluation, including but not limited to client/youth demographics and client/youth services dosages.

Contractor shall provide the Alameda County ICPC Contract Liaison with written quarterly reports, the status of project activities and objectives achieved as outlined in this Exhibit Sections 3 and 4, along with the following:

- Number of youth targeted
- Type of activities
- Synopsis or case study/ focus group results
- Issues and concerns, including any staffing and program changes
- Project Update Summary
- Recommendations

A. Contractor shall provide the Alameda County ICPC Contract Liaison with a written final Annual Report that will include, but not be limited to the following information:

- Issues and concerns
- Project Update Summary
- Recommendations
- Year –End Data and status report
- Outline of results for each identified program activity and stated outcomes
- Other information as requested by County

7. Evaluation Requirements:

A. The Alameda County ICPC Contract Liaison, or designee, may at any time, upon reasonable notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of financial and other records and materials connected with the activities and services of Contractor.

B. The Alameda County ICPC Contract Liaison, or designee, shall conduct site visits to assess the effectiveness of the program and services of Contractor.

C. Contractor shall comply with data requests from Hatchuel Tabernik Associates (HTA), an outside evaluation provider as well as from the County internal evaluation processes.

8. Certification/Licensure: N/A

9. Target Population:

Contractor shall serve at-risk youth specifically including transitional aged youth and/or youth exposed to sexual exploitation.

10. Service Area/Delivery Site:

Contractor shall provide services at the Youth Radio Youth Center located at 1701 Broadway, Oakland, CA 94612.

11. Service Criteria:

Contractor shall provide services to all youth regardless of ability to pay.

**EXHIBIT B
PAYMENT TERMS**

I. Budget Related:

A. Composite Budget Summary and Detail (Please see attachment).

II. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$ 25,000.00.** Funds shall be used solely in support of the Youth Radio CSEC Prevention program operational budget attached. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Alameda County ICPC Contract Liaison.

2. County shall reimburse Contractor up to **\$5,000.00** after execution of this contract and upon submission of invoice for services rendered by the Contractor.

3. County shall reimburse up to **\$5,000.00** quarterly based on submission of invoice and acceptable quarterly reports as defined in Exhibit A, Section 6, of this Agreement. The final invoice shall not exceed the remaining balance of the contract. Contractor shall submit invoices with reports as follows:

- Quarterly Progress Report documenting services performed and achievements of the 1st quarter deliverables due **March 1, 2012;**
- Quarterly Progress Report documenting services performed and achievements of the 2nd quarter deliverables due **June 1, 2012;**
- Quarterly Progress Report documenting services performed and achievements of the 3rd quarter deliverables due **September 1, 2012;**
- Final Progress Report documenting services performed and achievement of deliverables for the entire contract due **November 30, 2012.**

4. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of acceptable invoice provided quarterly reports have been approved.

B. Invoicing Procedures:

Invoice, accompanied by required quarterly report as stated above, shall be submitted to:

Alameda County Health Care Service Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Zandra Washington, Alameda County ICPC Contract Liaison

ATTACHMENT 2-A - SUBGRANTEE BUDGET

Fiscal Year- December 1, 2011 - November 30, 2012

Subgrantee Name:		YOUTH RADIO			
I. DIRECT COSTS			OJJDP	Match	Total Project Budget
A. PERSONNEL					
Lead Agency Positions	Annual Salary	% FTE on project			
Director of Health Services	\$60,000	10%	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Community Engagement Manag	\$ 38,400	18%	\$ 6,912.00	\$ -	\$ 6,912.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Subtotal			\$ 9,912.00	\$ 3,000.00	\$ 12,912.00
Fringe Benefits & Rate	rate:	33%	\$ 3,270.96	\$ 990.00	\$ 4,260.96
SUBTOTAL			\$ 13,182.96	\$ 3,990.00	\$ 17,172.96
B. OTHER DIRECT COSTS					
Duplicating/Copying				143	143
Equipment/Computer Upgrades				2,367	2,367
Office Rent			2,457	2,430	4,887
Facility/Classroom Rental					-
General Office Supplies/Software				139	139
Postage				374	374
Youth Stipends					
Program Materials and Supplies				279	279
Telephone/Internet/Communications			-	810	810
Travel/Transportation				286	286
Staff Training				195	195
SUBTOTAL			\$ 2,457	\$ 7,022	\$ 9,479
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients	Measure Y Request	Other Sources	
Wages (wage/hr x # hours)	\$ 1,872.00	5	\$ 9,360.00		\$ 9,360
Stipend				\$ -	\$ -
Flexible funds/ client incentives				\$ -	\$ -
SUBTOTAL			\$ 9,360		\$ 9,360
TOTAL DIRECT COSTS					
II. INDIRECT COSTS					
GRAND TOTAL			\$ 25,000	\$ 11,012	

ATTACHMENT 2-B - SUBGRANTEE BUDGET NARRATIVE	
Fiscal Year- December 1, 2011 - November 30, 2012	
Subgrantee Name:	Youth Radio

A. PERSONNEL

Director of Health Services= \$3,000.00 request; \$3,000.00 match for 10% of the time. This position will oversee the departmental functioning for all projects executed under this grant.

Community Engagement Manager= \$6,912.00 request. This position will be the lead for all direct youth education and engagement and will serve as the primary liaison between Youth Radio and ICPC.

Fringe Benefits= \$3,270.96 request; \$990.00 match. This request is at 33% for benefits for all salaried employees.

B. OTHER DIRECT COSTS

Duplicating/Copying= \$143.00 match. This is for all curriculum development and education materials.

Equipment/Computer Upgrades=\$2367.00 match. This is for all computer usage for education and curriculum development purposes.

Office Rent = \$2457.00 request; \$2430.00 match. This is for all classroom instruction, curriculum development and project execution.

General Office Supplies/Software= \$139.00 match. This is for all office supplies needed for project execution.

Postage= \$374.00 match. This is for all mailings necessary for project execution including recruitment for cohort and event planning.

Program Materials and Supplies= \$279.00 match. This is for all program supplies including food for youth cohort.

Telephone/Internet/Communications= \$810.00 match. This is for all project communications.

Travel/Transportation= \$286.00 match. This is for staff and youth intern transportation.

Staff Training = \$195.00 match. This is for staff and youth intern training.

C. WAGES, STIPENDS, and FLEXIBLE FUNDS

Wages= \$9360.00 request. This is for 5 interns working 4 hours/week to execute the project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/11

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

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

PRODUCER ISU Lovering Ins. Services P. O. Box 699 1121 Laurel Street San Carlos, CA 94070-0699	650-593-7601 650-593-7410	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: YOUTH-2
		FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		
INSURED Youth Radio Lusine Ghevondyan 1701 Broadway Oakland, CA 94612		INSURER A: Great American Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC #

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

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

INSR LTR	TYPE OF INSURANCE	ADDC INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PAC143806400	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> abuse/mole/prfl,						PERSONAL & ADV INJURY \$
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			PAC143806400	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$					
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident) \$					
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident) \$					
<input checked="" type="checkbox"/> HIRED AUTOS	\$						
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UMB143806500	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A							OTHER
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

County of Alameda, its board of supervisors, the individual members thereof and all county officers, agents, employees and representatives are named as additional insureds with respects to the insured's operations. Thirty-day notice of cancellation EXCEPT ten-day notice applies in case of non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

ALAME-1 Alameda County Health Care Services 1000 San Leandro Blvd Ste 300 San Leandro, CA 94577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-26-2011

GROUP: 000825
POLICY NUMBER: 0000164-2010
CERTIFICATE ID: 20
CERTIFICATE EXPIRES: 12-31-2011
12-31-2010/12-31-2011

ALAMEDA COUNTY HEALTHCARE SERVICES AGENCY NB
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577-1675

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

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

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

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

James Neary
Authorized Representative

Thomas Elone
President and CEO

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2011-01-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: ALAMEDA COUNTY HEALTHCARE SERVICES AGENCY

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

EMPLOYER

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

[AUC,CN]

PRINTED : 01-26-2011

EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Youth Radio

PRINCIPAL: *Ellin O'Leary* TITLE: Executive Director

SIGNATURE: *Ellin O'Leary* DATE: 12-05-11

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Youth Radio DEPT #: 465

TITLE/SERVICE: Office of Juvenile Justice and Delinquency Prevention (OJJDP)
Commercially Sexually Exploited Children (CSEC) Program services

DEPT. CONTACT: Zandra Washington/ Decima C. Molina PHONE: x53458/ x57571

I. INFORMATION ABOUT THE CONTRACTOR**YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-3180825.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES**YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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

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

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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

Ellin O'Leary
 Contractor Signature

Alex Briscoe
 Agency/Department Head/Designee Signature

Ellin O'Leary
~~Jacinda Abearian~~
 Printed Name

Alex Briscoe
 Printed Name

12-05-11
 Date

12/6/11
 Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 20, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and Hatchuel Tabernik & Associates, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Office of Juvenile Justice Delinquency and Prevention (OJJDP) Commercially Sexually Exploited Children (CSEC) Program services which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 1, 2011 through November 30, 2012.

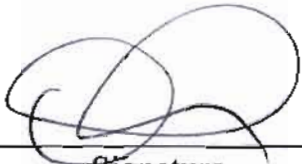
The compensation payable to Contractor hereunder shall not exceed Thirty Thousand U.S. Dollars Only (\$30,000.00) for the term of this Agreement.

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

COUNTY OF ALAMEDA

HATCHUEL TABERNIK &
ASSOCIATES

By: _____
Signature

By:  _____
Signature

Name: _____
(Printed)

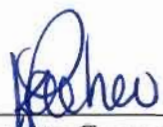
Name: Tim Tabernik
(Printed)

Title: President of the Board of Supervisors

Title: Principal

Date: 11-29-11

Approved as to Form:

By:  _____
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: Hatchuel Tabernik & Associates
2560 9th Street, Suite 211
Berkeley, CA 94710
Attn: Tim Tabernik

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 OJJDP CSEC Program Services shall not exceed \$30,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**
Contractor has been 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) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or 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 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 two additional one year terms 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 DEFINITION OF SERVICES

1. Contracted Services: Contractor shall provide program evaluations utilizing quantitative and qualitative methodology including information received from case managers, outreach staff and investigative partners. Contractor shall provide documentation of trainings, referrals, collaborative cases, service delivery and program design and final report.

2. Program Name:

OJJDP Grant- Improving Community Response to CSEC Evaluation and Report.

3. Program Deliverables: Contractor shall provide technical assistance and staffing support and deliver the following:

Deliverable 1: Contractor shall prepare the Alameda County Interagency Children's Policy Council (ICPC) Retrospective Review & Future Direction CSEC Initiative Report.

A.) Contractor shall review the accomplishments of ICPC over the past decade, specifically focusing on the policy and program environment developments to serve CSEC.

B.) Contractor shall identify recommendations for next steps for the program and additional review in Alameda County and regionally.

Contractor shall perform and produce the following activities and outcomes:

- Conduct a literature review on best practices in the field.
- Develop surveys and key informant interview protocols, as identified during the initial planning phase and including any items requested by County ICPC Contract Liaison.
- Collect and enter data from online surveys and key informant interviews.
- Analyze survey and extant data and produce tables, graphs, and brief summaries to be inserted into the final report.
- Monitor project timelines and communicate immediately with County ICPC Contract Liaison about any challenges that may delay project progress.
- Produce draft report, chronicling the CSEC history and key policy changes that have occurred during the past decade due on April 15, 2012.
- Produce a final program report, including summarizing the implementation and outcomes of the CSEC work over the past decade due on May 30, 2012.

Deliverable 2: Contractor shall design any evaluation instruments and tools deemed necessary to complete the evaluation and as requested by County ICPC Contract Liaison.

Deliverable 3: Contractor shall prepare two progress reports (semi-annual) presenting evaluation results and recommendations as per OJJDP requirements and deadlines and other information as may be requested by County ICPC Contract Liaison.

Contract No. _____

Deliverable 4: Contractor shall complete the grant reporting on quarterly performance measures in the Data Collection and Technical Assistance Tool (DCTAT) online system as per OJJDP requirements and deadlines.

**EXHIBIT B
PAYMENT TERMS**

I. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$ 30,000.00**. Funds shall be used solely in support of the OJJDP/CSEC Initiative Evaluation and Report Program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Alameda County ICPC Contract Liaison.

2. County shall pay the Contractor up to **\$15,000.00** after execution of the contract, for services rendered upon submission of an invoice by the Contractor. Thereafter, County shall reimburse the Contractor up to **\$3,750.00** quarterly based on the services performed and upon submission of invoice and quarterly reports by the Contractor. The final invoice shall not exceed the remaining balance of the contract. Contractor shall submit quarterly invoices and reports as follows:

- Quarterly Progress Report documenting services performed and achievements of the 1st quarter deliverables due **March 1, 2012** ;
- Quarterly Progress Report documenting services performed and achievements of the 2nd quarter deliverables due **June 1, 2012**;
- Quarterly Progress Report documenting services performed and achievements of the 3rd quarter deliverables due **September 1, 2012**;
- Final Progress Report documenting services performed and achievement of deliverables for the entire contract due **November 30, 2012**.

3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of acceptable invoice provided quarterly reports have been approved after review by the County and Contractor has submitted any other data or documentation requested.

B. Invoicing Procedures:

Invoice, accompanied by required quarterly report as stated above, shall be submitted to:

Alameda County Health Care Service Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Zandra Washington, Alameda County ICPC Contract Liaison

II. Budget Related: Composite Budget Summary and Detail Scope of Work for the CSEC Report.

Tasks	ICPC	HTA	Hours	Cost
Start Up				
Launch Meeting	✓	✓	4	450
Subtotal			4	450
Literature / Document Review				
Review Reports and Other Internal Documents		✓	8	900
Subtotal			8	900
Interviews				
Interview Key Informants (6 @ 1hr/ea)		✓	8	1,050
Subtotal			8	1,050
Surveys				
Develop Survey		✓	9	850
Conduct Survey	✓	✓	10	950
Subtotal			19	1,800
Data Analysis				
Analyze Survey Results		✓	9	900
Subtotal			9	900
Reporting				
Develop Report Framework		✓	4	450
Client generated report content	✓	✓	2	300
Review/Revise/Edit report content		✓	12	1,500
Write draft and final report		✓	12	1,500
Subtotal			30	3,750
Project Management				
Client communications		✓	8	900
Project Management		✓	4	300
Subtotal			12	1,200
Travel				
Subtotal				
Subtotal Labor			90	10,050
Stipends				
Goldman School Intern @ ca. 480 hrs		✓		5,000

Tasks	ICPC	HTA	Hours	Cost
Subtotal				5,000
Total Cost			570	15,050

Budget Related for the CSEC Evaluation and Reporting

	Client	HTA	Total Hours	Total Cost
Evaluation Plan				
Evaluation Plan	✓	✓		
Review current databases/tracking systems	✓	✓		
Subtotal			22	1,350
Instrument Design				
Baseline & Follow-up Surveys	✓	✓		
Subtotal			7	675
Database/System Design				
Database/System Design		✓		
Subtotal			9	725
Data Collection				
Data Collection	✓	✓		
Subtotal			10	850
Data Processing				
Data Processing		✓		
Subtotal			22	1,350
Qualitative Data Analysis				
Review of Meeting Minutes/Rosters/Logs/Materials		✓		
Subtotal			10	850
Quantitative Data Analysis				
Survey Analysis		✓		
Subtotal			22	2,050
Reporting				
Performance Measures in DCTAT -Quarterly	✓	✓		
Progress Reports -Semiannual	✓	✓		
Subtotal			53	4,400
Travel				
Travel		✓		
Subtotal			7	650
Meeting/Facilitation				
Meetings	✓	✓		
Subtotal			12	1,200
Project Management				
Project Management		✓		
Subtotal			10	850
Total Cost			175	\$14,950
Grand Total				\$30,000

Contract No. _____

Pricing of services is calculated based on:

Principals	\$150/hr
Senior Associate	\$125/hr
Associate	\$100/hr
Project Coordinator	\$ 75/hr
Administrative/Project Assistant	\$ 50/hr
Data Entry	\$ 40/hr

BANC OF AMERICA INS SERVICES INC
PO BOX 33015
SAN ANTONIO TX, 78285

Alameda County Health Care
Services Agency
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO, CA 94577

Additional Certholder Text

County of Alameda, Its Board of Supervisors, the individual members thereof and all county officers, agents, employees and volunteers are listed as Additional Insureds per the business liability coverage form SS0008 attached to this policy. \$25,000 Employee dishonesty applies to the certificate.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CMA

DATE (MM/DD/YYYY)

09/27/11

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

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

PRODUCER Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Dan Buick	415-493-2500 415-493-2505	CONTACT NAME: Courtney Massa PHONE (A/C, No, Ext): 415-493-2500 FAX (A/C, No): 415-493-2505 E-MAIL: cmassa@fp-ins.com ADDRESS: HATCH-1 PRODUCER CUSTOMER ID #: HATCH-1
INSURED Hatchuel Tabernik & Associates 2560 9th St., Ste. 211 Berkeley, CA 94710	INSURER(S) AFFORDING COVERAGE INSURER A: Republic Indemnity Company NAIC # 27561 INSURER B: Axis Surplus Lines Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 020 REVISION NUMBER: 000

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL TO BR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/DP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	156724-10	10/01/11	10/01/12	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		MCN000088021001	12/31/10	12/31/11	Limit 1,000,000 Ded. 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Issued as evidence of professional liability & workers compensation coverage only.

CERTIFICATE HOLDER

MHALA-8

Alameda County Health Care
Svcs Agency, School Health Svc
Jamie Hintzke
1000 San Leandro Blvd., 300
San Leandro, CA 94577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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: Hatchuel Tabernik and Associates

PRINCIPAL: Tim Tabernik TITLE: Principal

SIGNATURE:  DATE: 11-29-11

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Hatchuel Tabernik and Associates DEPT #: 465

TITLE/SERVICE: OJJDP CSEC Evaluation and Report

DEPT. CONTACT: Zandra Washington/ Decima C. Molina PHONE: x53458/x57571

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

- 1. Is the contractor a corporation or partnership? (X) ()
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 91-1850644.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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

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

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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



Contractor Signature

Tim Tabernik
Printed Name

11-29-11
Date



Agency/Department Head/Designee
Signature

Alex Briscoe
Printed Name

12/1/11
Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 6, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and JPG Consultants, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain services to develop a unified County-wide systems response for commercially sexually exploited children (CSEC) which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide services to develop a unified County-wide systems response for CSEC, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from July 1, 2011 through June 30, 2012.


The compensation payable to Contractor hereunder shall not exceed Fifty Six Thousand Five Hundred U.S. Dollars Only (\$56,500.00) 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

JPG CONSULTANTS

By: _____
Signature

By:  _____
Signature

Name: _____
(Printed)

Name: Julie Posadas Guzman
(Printed)

Title: President of the Board of Supervisors

Title: Principal

Date: 11 | 10 | 11

Approved as to Form:

By:  _____
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

- I. **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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: JPG Consultants
470-27th Street
Oakland, CA 94612
Attn: Julie Posadas Guzman

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 services to develop a unified County-wide systems response for CSEC shall not exceed \$56,500.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor has been 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) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or 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 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 two additional one year terms 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 DEFINITION OF SERVICES

I. Contracted Services:

Contractor shall provide consultation and programmatic support services to develop a unified County-wide systems response for commercially sexually exploited children (CSEC) and females in detention.

II. Scope of Work and Deliverables:

1. Contractor shall facilitate identified Alameda County system partners (including the District Attorney's Office, Probation Department, Social Services Agency, Public Defender, and Health Care Services Agency/Interagency Children's Policy Council)(System Partners) in the development of one cohesive, County-wide systems response for CSEC in Alameda County for the purpose of enhanced intra-agency communication and seamless service delivery. Deliverables shall include:

a) Draft policies and procedures by December 1, 2011 among System Partners and CALICO, Children's Hospital & Research Center and the Guidance Clinic (collectively Collaborative Partners) outlining interagency communication, collaboration, case management and service delivery that better support CSEC to decrease their risk of victimization and recidivism (Policies and Procedures).

b) Finalize the Policies and Procedures by February 1, 2012, including the support and agreement to follow by the System Partners and CALICO, Children's Hospital & Research Center and the Guidance Clinic.

c) Create a formal Memorandum of Understanding by April 1, 2012 among the Collaborative Partners for implementation of the Policies and Procedures as a collective County-wide system response for CSECs.

2. Contractor shall conduct research to inform Probation Department's reform efforts to improve services for girls and young women on Probation (including those in the JJC Unit 6, girls on supervision and in detention). Contractor's deliverables shall include:

a) White Paper with best practice research and recommendations to inform gender responsive policies by February 1, 2012.

3. Contractor shall convene Gender Responsive Sub-Committee (currently named the Gender Responsive Task Force) meetings at the Juvenile Justice Center (JJC) under the auspices of the Juvenile Facilities Collaborative and under supervision of the Deputy Chief of Juvenile Facilities to improve communication and coordination of girls' services and develop a continuum of care for girls in detention and prepare them for re-entry . Contractor's written deliverables shall include:

a) Finalized Gender Responsive Sub-Committee goals, objectives and outcomes by December 1, 2011. This written document shall be created by Contractor, who shall work in partnership with the Deputy Chief of Juvenile Facilities, Juvenile Hall Superintendent and Collaborative Partners.

b) Recommendations for gender-responsive reentry planning that is aligned with Probation's transition/reentry process including JJC/Camp/DJJ Transition Center and JJC Wrap Around Initiative, Guidance Center and Medical Unit to address the critical needs of youth in detention by April 1, 2012.

4. Contractor shall provide support, technical assistance and development of a coordinated regional response for girls on Probation in the San Francisco Bay Area (Alameda, Contra Costa, and San Francisco), including staffing of the quarterly regional meetings. Contractor's written deliverables shall include:

a) Meeting agendas and the key agreements from each meeting (to be completed within 30 days of each meeting).

b) Group goals, objectives and outcomes by December 1, 2011.

c) Finalized cross-jurisdictional communication protocols, including identification of key staff in each participating county by June 30, 2012.

5. Contractor shall participate in Medi-Cal Administrative Analysis for its organization, JPG Consultants, to explore increase financial leverage and sustainability. Written deliverables to be completed by June 30, 2012 include:

a) Submission of the JPG total budget by funding source and scope of work analysis.

III. Reporting Requirements: As a condition of funding from the County and the Zellerbach Family Foundation grant, Contractor shall submit quarterly progress reports and status on key deliverables outlined in the scope of work / Exhibit A, Section II above. Contractor shall work closely and communicate regularly with identified Probation staff, and other County staff as requested regarding project developments and activities and provide status reports as deemed appropriate and as may be requested by County. Contractor shall meet monthly, or more frequently if needed, with the Probation project designees to facilitate communication and project collaboration. Contractor shall attend and participate in meetings as requested by County.

In addition to other reporting requirements, Contractor shall provide the Alameda County ICPC Contract Liaison(s) with a written quarterly report that will include, but not be limited to the following information:

- Issues and concerns

- Project Update Summary and Time allocation report pursuant to the attached budget.
- Outline of results and supporting documentation/final products for each identified program activities and stated outcomes.
- Recommendations
- Other information as requested for each report by County

IV. Evaluation Requirements:

A. The Alameda County ICPC Contract Liaison, or designee, may at any time, upon reasonable notice, monitor and conduct an evaluation of Contractor's operations, which may include site visits and reviews of financial and other records and materials connected with the activities financed. Contractor shall cooperate with any monitoring or evaluations by County and promptly supply any documents requested.

B. The Alameda County ICPC Contract Liaison, or designee, may conduct site visits to assess the effectiveness of the program and/or services provided pursuant to this contract.

V. Certification/Licensure: N/A

**EXHIBIT B
PAYMENT TERMS**

I. Budget

Contractor shall be paid at an hourly rate not to exceed \$100.00, as follows:

TASK	Estimated Hours	DUE DATE	AMOUNT
<ol style="list-style-type: none"> 1. Draft CSEC Protocol Recommendations for Alameda County, including Policies and Procedures 2. Finalize Gender Responsive Committee (GRC) goals, objectives and outcomes 3. Finalize recommendations for regional meeting goals, objectives and outcomes 	200	December 1, 2011	\$20,000
<ol style="list-style-type: none"> 1. Finalize CSEC Protocol Recommendations and Draft MOU for Collaborative Partners 2. Finalize research paper and analysis on best practices for gender responsive polices and programming at the JJC 	150	February 1, 2012	\$15,000
<ol style="list-style-type: none"> 1. Finalize MOU for CSEC Protocols 2. Finalize recommendations for gender-responsive re-entry planning 	150	April 1, 2012	\$15,000
<ol style="list-style-type: none"> 1. Facilitate and provide logistic support for at least 4 regional meetings on girls on probation in the Bay Area. 2. Participate in Medi-Cal Administrative Analysis 	65	June 30, 2012	\$6,500

II. Terms and Conditions of Payment

A. Reimbursement & Invoicing Procedures

1. The total amount of reimbursement under the terms of this Agreement shall not exceed \$56,500.00. Funds shall be used solely in support of the Contractor's operational budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Probation Designee and the ICPC Contract Liaison.
2. County shall pay CONTRACTOR \$10,000.00 after execution of this contract and upon submission of an invoice by the Contractor for services and support activities pursuant to Exhibit A.
3. CONTRACTOR shall invoice the COUNTY upon completion of deliverables in the Scope of Work as noted in Exhibit A and the budget. Invoices shall be accompanied by required reports. Payment under the terms of this Agreement shall not exceed the total amount of \$56,500 for the period of the contract. **The final invoice must be received no later than July 30, 2012.**
4. With the invoice, the CONTRACTOR shall submit the deliverables electronically along with a brief report of services rendered during the invoice period.
5. Invoice, accompanied by required documentation and reports, shall be submitted to:

Alameda County Health Care Service Agency/Interagency Children's Policy Council
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Zandra Washington, ICPC Contract Liaison

AND

A copy of the submitted invoice shall be mailed or scanned and emailed to:
Alameda County Probation Department
7200 Bancroft Way, Suite 270
Oakland, CA 94605
Attn: Neola Crosby



CERTIFICATE OF LIABILITY INSURANCE

LAK
U022DATE (MM/DD/YYYY)
08-03-2011

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

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

PRODUCER GOLDEN BENCHMARK FIN & INS SVS/PHS 101526 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE: NAIC #	
INSURED JOSE GUZMAN D/B/A JPG CONSULTANTS 470 27TH ST STE 225 OAKLAND CA 94612	INSURER A: Hartford Casualty Ins Co 29424	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	X		57 SBA UZ4267	02/25/2011	02/25/2012	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the Insured's Operations. Alameda County, it's board of supervisors, officers, agents and employees is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

Alameda County Behavioral
 Health Care Services
 2000 EMBARCADERO STE 101
 OAKLAND, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Tor Taylor

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Underwritten By: Coast National Insurance Company

CALIFORNIA INSURANCE IDENTIFICATION CARD

COAST NATIONAL INSURANCE COMPANY NAIC# 25089
5701 STIRLING ROAD
DAVIE, FL 33314

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
G00-2519476-04 07/26/2011 07/26/2012

INSURED
JULIE GUZMAN

2000 FRANCISCAN WAY # 210
ALAMDA CA 94501

PRODUCER 0401803 PHONE: 661-254-5444
PAIGEN GONZO
PO BOX 220998
SANTA CLARITA CA 91322-0998

YEAR MAKE/MODEL
2007 NISS SENTRA 2.0/2.0S/2
VEHICLE IDENTIFICATION NO
3N1AB61E97L692657

SEE IMPORTANT MESSAGE
ON REVERSE SIDE

Not Valid More than One Year from Effective Date



Underwritten By: Coast National Insurance Company

Approved Drivers

JULIE GUZMAN
JOSE GUZMAN

In the event of a loss, call us Toll-Free, Monday thru Friday
between 8:00am and 5:00pm, from anywhere in the United States:

1-800-527-3907

For policy information, call ServicePoint at 1-888-888-0080

www.foremost.com



Underwritten By: Coast National Insurance Company

CALIFORNIA INSURANCE IDENTIFICATION CARD

COAST NATIONAL INSURANCE COMPANY NAIC# 25089
5701 STIRLING ROAD
DAVIE, FL 33314

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
G00-2519476-04 07/26/2011 07/26/2012

INSURED
JULIE GUZMAN

2000 FRANCISCAN WAY # 210
ALAMDA CA 94501

PRODUCER 0401803 PHONE: 661-254-5444
PAIGEN GONZO
PO BOX 220998
SANTA CLARITA CA 91322-0998

YEAR MAKE/MODEL
2007 NISS SENTRA 2.0/2.0S/2
VEHICLE IDENTIFICATION NO
3N1AB61E97L692657

SEE IMPORTANT MESSAGE
ON REVERSE SIDE

Not Valid More than One Year from Effective Date



Underwritten By: Coast National Insurance Company

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JULIE GUZMAN
JOSE GUZMAN

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between 8:00am and 5:00pm, from anywhere in the United States.

1-800-527-3907

For policy information, call ServicePoint at 1-888-888-0080

www.foremost.com

County of Alameda
Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
Fax or QIC to: Risk Management Unit
Fax 272-8815 or 2-8815 / QIC 28505

Attn.: Contract Review. KAREN CADILE Phone: 272-3871
(Sr. Risk & Insurance Analyst)

Fax Back to: Name: DECIMA C. MOLINA Dept: HCSA ADM.
Phone: 667-7571 QIC: 42501 Fax: 351-1367

Date of Request: 11/10/11 Amount of Contract: \$56,500 Term of Contract: 7/1/11 to 6/30/12
Name of Contractor: JPG CONSULTANTS

- What do you want to waive or change (W=waive and C=change)?
 - Coverage (s): General Liability Auto Liability Professional Liability Workers' Comp
Other Required Coverages: _____
 - Change in Limits: General Liability: From \$1,000,000 to \$_____ per occurrence
Auto Liability: From \$1,000,000 to \$_____ per occurrence **CHANGE TO PERSONAL AUTO LIABILITY - NO BUSINESS AUT.**
Professional Liability: From \$1,000,000 to \$_____ per claim
Other Coverage Limits: _____
 - Reason: WORKER'S COMP WAIVER - NO EMPLOYEES
- Request for Time Waiver: Coverage(s) _____ List # of days requested _____
(This allows Contractor time to bind the Insurance before the Contract term begins)
- For Workers' Compensation Waiver, please have Contractor sign this declaration:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature: [Signature] Date: 11/10/11
Owner, Officer, Director, Partnership or other Principal
Julie Pohadas Gorman Title: PRINCIPAL
Print/Type Name

4. Please attach a copy of the Scope of Services.

This Section to be completed by Risk Management
Identify Risk to County: _____
Waiver: Granted Denied Change: Granted Denied

Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information.

Authorized Signature: [Signature] Date: 11/14/11

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: JPG Consultants

PRINCIPAL: Julie Posadas Guzman TITLE: Principal

SIGNATURE:  DATE: 11/10/11

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: JPG Consultants DEPT #: 465

TITLE/SERVICE: Develop a unified County-wide systems response for CSEC

DEPT. CONTACT: Zandra Washington/ Decima C. Molina PHONE: x53458/ x57571

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:

56-5199075.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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

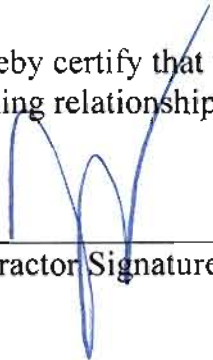
IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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




 Contractor Signature

Julie Posadas Guzman

 Printed Name

11/10/11

 Date



 Agency/Department Head/Designee Signature

Alex Briscoe

 Printed Name

11/15/11

 Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of December 6, 2011, is by and between the County of Alameda, hereinafter referred to as the "County", and Bav Area Community Resources, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Culture Keepers Services at Hoover Elementary School which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from September 1, 2011 through June 30, 2012.

The compensation payable to Contractor hereunder shall not exceed Thirty Five Thousand U.S. Dollars Only (\$35,000.00) 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

BAY AREA COMMUNITY
RESOURCES

By: _____
Signature

By: Martin Weinstein
Signature

Name: _____
(Printed)

Name: Martin Weinstein
(Printed)

Title: President of the Board of Supervisors

Title: Chief Executive Officer

Date: 11/12/10

Approved as to Form:

By: [Signature]
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two 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.

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 those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
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
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn: Vana Chavez/ Zandra Washington

To Contractor: Bav Area Community Resources
171 Carlos Drive
San Rafael, CA 94903-2005
Attn: Martin Weinstein

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 Culture Keepers Services at Hoover Elementary School shall not exceed \$35,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Deleted as Contractor is exempt since it is a non-profit organization.
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 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 two additional one year terms 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

Contract No. _____

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 DEFINITION OF SERVICES

1. Contracted Services:

Contractor shall provide services to, including staffing support and program oversight of the Culture Keepers mentoring youth pilot project at Hoover Elementary School and McClymonds High School.

Contractor shall work in a concerted effort with Hoover Elementary School principal/administrator to provide services pursuant to this contract, including providing and allocating funding to support student incentives and activities.

2. Program Name:

Culture Keepers at Hoover Elementary School

3. Program Description and Requirements:

The Culture Keepers (CK) program is a cascading mentorship program, with the goal of providing culturally relevant mentorship, conflict resolution, and positive peer to peer interactions. The Culture Keepers will provide mentorship and intervention services in Hoover school with the goal of reducing suspensions, expulsions, and other disciplinary measures that disrupt the school environment.

A) Contractor shall:

- 1) Provide staff support through their project coordinator position, whose primary responsibilities shall include the facilitation of student intervention services and strategies, follow-up on disciplinary referrals, face to face interview, intake assessments, coordination of referrals and support services deemed appropriate.
- 2) Support and assist in the recruitment, screenings, and trainings of the youth mentors from McClymonds High School.
- 3) Monitor peer to peer/mentor and mentee relationships to ensure that program goals and guidelines are followed, and ensure that all appropriate documents are signed by parents/guardians and school administrators as deemed necessary for program participation.
- 4) Work in concerted effort with school administrators, teachers and other youth coordinators and agencies to support program development and implementation.
- 5) Provide staffing support to assist the CK Coordinator between the recess/lunch hour in ground duties and other assignments deemed appropriate.
- 6) For Hoover Elementary School, allocate \$5k of funding to support field trips, program supplies and other extra curricular activities that will engage students interactive learning experiments, facilitate educational tours and other opportunities that will enhance their studies in math, science, arts/cultural and social studies/civic engagement. Contractor shall work in concerted effort with Hoover Elementary School administration to reach an agreement on how to allocate the \$5k, however, if an agreement cannot be reached, Hoover Elementary School administration shall have final determination on use of the funds, as long as it is within the activities described.

- 7) Participate in ICPC/Alameda County sponsored and/or endorsed meetings, forums, workgroup and/or collaborative with the goal of supporting the implementation, endorsement and sustainability of the Hoover Culture Keepers Project. Maintain a positive working relationship with McClymonds High School and Hoover Elementary School/Oakland Unified School District (OUSD) administration, including written agreements concerning the working relationship and roles and responsibilities of the Contractor and schools and their administrator.

4. Hours/Days of Operation:

Contractor shall provide services from Monday to Friday – 8:00 a.m. to 4:00 p.m.

5. Reporting Requirements

- A. Contractor shall provide the Alameda County ICPC Community Liaison with written quarterly reports, to include student tracking sheet/program data and synopsis of types of referrals received and outcomes. Contractor shall work in concerted effort with Hoover Principal/School Administrator in preparation of these reports.
- B. Contractor's reports shall also include the following, however, Contractor shall not include any Personally Identifiable Health Information, or other protected or confidential information:
 - a) Program Update: Contractor shall give a brief summary on the program activities and outcomes achieved, to include number of referrals received, any additional service linkages made, etc. Also, briefly highlight any significant successes and/or milestones experienced.
 - b) Numbers of students served, type of referrals received and outcomes
 - c) Case study, without use in the report of the name or specifically identifiable information of the students, of the Mentor/mentee matches/relationships that illustrates academic achievement, student behavioral improvement and teacher recommendations, if applicable.
 - d) Update on student activities and field trips
 - e) Program Data and Outcomes
 - f) Issues and Concerns
 - g) Recommendations

6. Evaluation Requirements:

1. The Alameda County ICPC Community Liaison, its designee, or other County representative may at any time, upon reasonable notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of financial and other records and materials connected with this contract and/or with the activities financed by the Alameda County Children Services Mini Grant. Contractor shall cooperate with any evaluation and promptly make available any information or records requested.
2. The Alameda County ICPC Community Liaison, its designee, or other County representative may conduct site visits to assess the effectiveness of the activities/program connected with this contract and/or funded by the Community Services Grant. Personnel may be interviewed and

program records may be reviewed. Contractor shall cooperate with any evaluation and promptly make available any information or records requested.

7. Certification/Licensure: N/A

8. Target Population:

Contractor shall render services to Hoover Elementary School and McClymonds High School students and their families.

9. Service Area/Delivery Site:

Contractor shall perform services at the Hoover Elementary School and McClymonds High School.

10. Service Criteria:

Contractor shall provide services to all students and their families regardless of ability to pay.

EXHIBIT B PAYMENT TERMS

I. Budget Related:

A. Composite Budget Summary and Detail (See Attachment)

II. Terms and Conditions of Payment

A. Reimbursement:

1. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$35,000.00**. Funds shall be used solely in support of the Culture Keepers Program budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the ICPC Community Liaison.

2. County shall pay Contractor **\$15,000.00** after execution of the contract and submission of an invoice for services performed by the Contractor. Thereafter, County shall reimburse Contractor up to **\$6,666.66** quarterly based on submission of invoice and acceptable quarterly progress reports as defined in Exhibit A, Section 5, of this Agreement, as follows:

- Progress Report documenting services and achievements of the 1st quarter deliverables, due **January 15, 2012**
- Progress Report documenting services and achievements of the 2nd quarter deliverables, due **April 15, 2012**
- Final Progress Report documenting services and achievements of the 3rd quarter deliverables, due **July 15, 2012**.

3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within ten (10) working days from receipt of acceptable invoice provided quarterly reports have been approved.

B. Invoicing Procedures:

Contractor shall submit invoices and reports, in accordance with Section II.A.2. above. Invoices and accompanying required reports shall be sent to:

Alameda County Health Care Service Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Zandra Washington, Contract Liaison

Program Budget

CK Coordinator (5-hrs per day @\$26hr = \$650 per week for 36 weeks): **\$23,400.00**
Provide day to day program operations, conduct immediate review and follow-up on all student referrals, facilitate school disciplinary protocols and procedures.

Fringe Benefits (23%) **\$5382.00**
Employee benefit package for health insurance, dental and worker's compensation

Student field trips and program supplies **\$2718.00**

Administrative Fee: 10% **\$3500.00**

Program Total Budget: **\$35,000.00**



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

10/27/11

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

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


PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter Schmale	415-493-2500 415-493-2505	CONTACT NAME: Sindy Graham, ext 131 PHONE (A/C, No, Ext): 415-493-2500 FAX (A/C, No): 415-493-2505 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co. INSURER B: Sparta Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 32760

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK740321	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N N/A			006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK740321	07/01/11	07/01/12	Each 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The County of Alameda, it's Board of Supervisors, Officers, Agents and Employees are named as Additional Insured(s)

CERTIFICATE HOLDER Alameda County Health Care Services Agency 1000 San Leandro Blvd., #300 San Leandro, CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: Bay Area Community Resources

PRINCIPAL: Martin Weinstein TITLE: Chief Executive Officer

SIGNATURE:  DATE: 1/20/17

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Bay Area Community Resources DEPT #: 465

TITLE/SERVICE: Culture Keepers program at Hoover Elementary School

DEPT. CONTACT: Zandra Washington/Decima C. Molina PHONE: x53458/ x57571

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-2346815.

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

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

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

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

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

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


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

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

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

CERTIFICATIONS:

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



 Contractor Signature



 Agency/ Department Head/ Designee
 Signature

Martin Weinstein

 Printed Name

Alex Briscoe

 Printed Name



 Date



 Date