

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: Chabot-Las Positas Community College District – Chabot College DEPT #: 250250

TITLE/SERVICE: AB109 Direct Services: Expanding Access and Supporting Success for Retuning Citizens in Higher Education

DEPT. CONTACT: Sadaf Siddiq PHONE: (510) 268-7669

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: 94-1670563
No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.

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

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

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

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

1. Is the contractor being hired for a period of time rather than for a specific project? () ()

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

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

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor's income? () ()

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

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

CERTIFICATIONS:

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

Contractor Signature	DRAFT – DO NOT SIGN Agency/Department Head/Designee Signature
Douglas Roberts Printed Name	DRAFT – DO NOT SIGN Printed Name
Date	Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2020, is by and between the County of Alameda, hereinafter referred to as the “County”, and Chabot-Las Positas Community College District – Chabot College hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain AB109 Direct Services - Expanding Access and Supporting Success for Returning Citizens in Higher Education services which are more fully described in Exhibit A hereto (“Specifications”); 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 AB109 Direct Services - Expanding Access and Supporting Success for Returning Citizens in Higher Education Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

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

The term of this Agreement shall be from January 1, 2020 through December 31, 2021.

The compensation payable to Contractor hereunder shall not exceed (*Two-Hundred Thousand Dollars*) (\$200,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT
– CHABOT COLLEGE

By: DRAFT DO NOT SIGN
Signature

By: _____
Signature

Name: Detra Dillon
(Printed)

Name: Douglas Roberts
(Printed)

Title: Purchasing Administrator

Title: Interim Vice Chancellor,
Business Services

Date: _____

Date: _____

By: DRAFT DO NOT SIGN
Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: _____

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
1111 Jackson Street 7th Floor
Oakland, CA 94607
Attn: Sadaf Siddiq

To Contractor: Chabot-Las Positas Community College District –
Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545
Attn: Dr. Stacy Thompson

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 Higher Education Services shall not exceed \$200,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation (*SLEB Waiver# 5999*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

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

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

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

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

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

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the

entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional three years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

SPECIFICATIONS

I. Definition of Services

A. Contractor shall provide AB109 Direct Services Expanding Access and Supporting Success for Returning Citizens in Higher Education.

1. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901750, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any.

In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.

2. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

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

II. Project Team

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

Name	Title
Dr. Susan Sperling	College President
Dr. Stacy Thompson	Vice President, Academic Services
Dr. Jamal Cooks	RISE Program Manager
Eric Gentry	RISE Program Coordinator
Debbie Green	Counselor
Dennis Cambara	Counselor
Troy Williams	Open Gate Mentors Advisory Council
Tina Kuhl	Open Gate Mentors Advisory Council
Danny Muñoz	Open Gate Mentors Advisory Council

Denise Richardson	Open Gate Liaison
Mildred McKinney	Open Gate Liaison

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

III. Program Framework

- A. Contractor's services shall meet and/or address the following requirements, which must take into consideration the diversity of clients overall.
 1. **Cultural Awareness & Sensitivity:** Contractors shall have the cultural competency required to successfully serve the target population. This competency spans not just race/ethnicity and language capacity but includes understanding and reflecting clients' shared experience of incarceration, as well as the unique experiences of sub-groups defined by sex, race, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status and other factors.
 2. **Geographic Access:** Contractor's services must be accessible to the clients who need them. Services shall be located in or near the communities served.
 - a. In instances where this cannot be achieved, comprehensive methods to address transportation needs must be included. Beyond transit passes, this shall include such additional elements (on a case-by-case basis) of the logistics and competency to use public transit, logistics of acquiring a car and insurance, carpooling opportunities, childcare near transit lines, etc. However, methods to address transportation needs should not be viewed as a substitute for locating services in or near the communities served wherever possible.
 3. **Coordination Across Disciplines:** Contractor shall coordinate/collaborate across service systems (e.g., with healthcare, mental health, social services, housing providers) as well as with probation officers and others providing case management functions for the

same clients, with the goal to maximize coordination and minimize redundancy in supports.

4. **Representation of the Formerly Incarcerated on Staff:** Contractor shall demonstrate the incorporation of the formerly incarcerated into their staffing for this project.
5. **Fundamental Principles of Evidence-Based Correctional Practice:** Contractor shall incorporate the following six fundamental principles of evidence-based correctional practice:
 - a. **Objectively Assess Criminogenic Risks and Needs:** Contractor shall maintain a comprehensive system to establish risk screening and needs assessment. The levels of supervision and services for individual clients must be matched to individual risk and need.
 - b. **Enhance Intrinsic Motivation:** Contractor and staff shall be able to relate to clients in interpersonally sensitive and constructive ways in order to enhance their intrinsic motivation.
 - c. **Target Higher-Risk Clients:** Contractor shall prioritize primary supervision and treatment resources for clients who are at higher risk to re-offend.
 - d. **Address Clients' Greatest Criminogenic Needs:** Contractor shall place greatest emphasis on addressing those needs which are most closely associated with criminal behavior.
 - e. **Use Cognitive-Behavioral Interventions:** Contractor shall use strategies to focus on changing the client's thinking patterns in order to change future behavior.
 - f. **Determine Dosage and Intensity of Services:** Contractor shall ensure clients receive between 100-300 hours of cognitive-based interventions. RISE Program staff will assess for risk and provide additional interventions based on client needs. RISE Program staff may also refer clients to other campus professionals and/or external agencies for additional services (e.g., mental health counselors, behavioral health agencies, etc.).
6. **Trauma –Informed Care (TIC):** Contractor shall design activities in such a way that prevents re-traumatization; services must respond to behavioral problems as maladaptive coping mechanism in order to help young adult and adult clients reframe their life narrative form one of

victim to resilient survivor by creating a low anxiety atmosphere characterized by high levels of trust.

7. **Gender Responsive Services:** Contractor must design activities in such a way that create an environment that responds to the realities of the lives of women and address their strengths and challenges.

IV. Administrative Requirements

A. Contract shall address the following Administrative Requirements:

1. Background Checks:

- a. Contractor shall ensure background checks are completed on all employees in compliance with the policies and requirements of their institution. Contractor shall be prepared to verify compliance periodically throughout the project period.
- b. Contractor shall include verification of education credentials and employment experience.

2. Staff Development Training Plan

- a. Contractor shall have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the AB109 Direct Services Program. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the ACPD. Contractor shall submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with ACPD.
- b. Contractor shall provide staff with all trainings required by ACPD. For example, trainings on core competencies for working with criminal-justice involved individuals and evidence-based practices may be required. Funding for staff development will be reflected in the Contractor budget.

3. Funding Acknowledgements

- a. Contractor shall ensure all written materials, publications, electronic media which are produced with funds from this contract and/or pertains to the target population being serviced by this contract will include a funding acknowledgment statement in the

form of a sentence under a separate heading entitled "Funding" directly after your acknowledgements. The funding agency should be written out in full, an approved logo attached followed by the Master Contract number in square brackets. All written materials, publications, electronic media which include the funding statement and logo shall be submitted to the funding agency prior to mass production. Please see following example of a funding statement:

This work was supported by the Alameda County Probation Department, AB109 Direct Services Program [MC No. 901750].

V. Specific Requirements

1. **Program Requirements:** Contractor shall provide a comprehensive, evidence-informed program that expands access to higher education for returning citizens and supports the success of formerly incarcerated students so that they have a greater chance of achieving their higher education goals. Contractors shall incorporate the following key program elements into their program.

- a. Organizational Structure & Program Staffing

The organizational structure and program staffing of proposed programs will be critical to participant success. It is necessary that programs be widely recognized on and off-campus and that program staff share the lived experiences of participants, enabling them to deeply connect with students and better support their academic and non-academic success. Contractor shall demonstrate how their programs currently meet:

- (1) Proposed program is an *officially recognized campus program* with a dedicated, accessible campus location with a mailing address, phone number, and access to regularly available meeting space.
- (2) Program shall be staffed by individuals who have personal experience with the criminal justice system. The Program Director or Coordinator shall have lived experiences.
- (3) Program staff and associated faculty and/or partners shall be provided with *professional development* to enable them to effectively serve formerly incarcerated students, including addressing trauma arising from incarceration and educating them about the unique barriers created by a criminal record.
- (4) Program staff, associated faculty, and volunteers shall work to build support and competency from a broad range of college stakeholders.

b. Prospective Student Engagement and Transfer/Application Support

Contractors program shall:

- (1) Engage and correspond with prospective students that have an interest in pursuing a credential or degree in higher education and/or could transfer from a jail/prison school to an institution of higher education.
- (2) Contractors shall help students apply and matriculate to the college/university of their choosing. Contractors shall have staff and/or volunteers to:
 - (a) Review transcripts and provide feedback about missing requirements and educational pathways;
 - (b) Help students apply for admissions and financial aid; help students enroll and register for courses; and
 - (c) Provide connections to students on-campus by introducing students to each other, walking through admission and registration, providing financial planning, and developing a familiarity with the campus and its programs.

c. Supportive Services that Address Academic and Non-Academic Needs

Formerly incarcerated students may face an array of social, financial, and academic challenges as they seek to enter higher education and through their academic journey. It is essential that Contractors address both the academic and non-academic needs of clients so that they can develop the hard and soft skills necessary to succeed academically and ultimately in today's labor force.

- (1) Contractors shall have programs that are intentional about their process for student advising, class planning, course registration, tutoring, and other academic needs that are critical for student success.

[Contractors may connect students with these services rather than provide them directly, but it has been proven effective to establish tailored tutoring for target students that is easily accessible. It is unlikely that target students will access these services without support.]

- (2) Contractors shall provide non-academic needs (e.g., housing, transportation, financial aid, and assistance in interacting with supervising probation and parole agencies) that can be addressed through on- and off-campus partnerships or internally.
 - (a) It is likely that returning citizens and formerly incarcerated students will face challenges like mental health issues that may interfere with academic progress. Contractors shall have the ability to identify these potential student needs and viable partners who can assist in addressing them.

Contractors and its partners shall collaborate and foster relationships with the target client's Deputy Probation Officer (DPO) and other AB109 contracted agencies to address these needs and to ensure that all student's non-academic needs are adequately met.

- (3) Contractors shall provide support to participating students to and beyond graduation. Contractors will build a community based upon the transformative student identity by integrating participants into campus and community that will further motivate them to achieve their graduation goals.
- (4) Contractors shall provide support to participating students after graduation, once students have achieved their credential or degree. This may include applications for continuing education programs, job search assistance, and job placement.
- (5) Recognizing and addressing the barriers that students will face beyond graduation due to their criminal justice involvement will be essential to the long-term success of participating students.

d. Peer Mentoring

Peer mentoring is a critical component of programs that work to foster success for formerly incarcerated students' on-campus and off. A client's ability to relate to someone with similar lived experiences and glean lessons from other students on similar academic pathways has been shown to have a positive impact on the attainment of academic success.

- (1) Contractors shall utilize formerly incarcerated peer mentors, either through structured peer support with other formerly incarcerated students, or by creating time and space for students to connect with and support each other.

(2) The peer mentorship component shall permeate through the program at each point in a client's journey through higher education (e.g., initial contact, application, matriculation, and graduation).

e. Establishing Effective Partnerships to Reduce Barriers and Promote Student Success:

The establishment and use of effective external partnerships with other community-based organizations and businesses will provide essential support to students in areas where they need it most.

- (1) Contractors shall develop and maintain strong relationships with external partners and actively connect students to service providers in an effort to reduce barriers they are facing and promote long-term success during their higher education experience and post-graduation.
- (2) Contractors shall regularly present their program to Probation Staff over the course of the contract to ensure Probation Officers are aware and knowledgeable of the program and can identify and refer appropriate clients.

f. Celebrating Success

Celebrating the success of the students and staff will amplify the positive experiences of student participants.

- (1) Contractors shall recognize student success and highlight accomplishments on-campus and in the community.

2. **Referral Process:** Clients will come to the program in a number of ways, but the eligibility of each referral must be verified by the Probation Department. Referrals may be identified and referred to the Contractor(s) by the client's Deputy Probation Officer (DPO) upon completion of a comprehensive, evidence-based criminogenic risk and needs assessment. Referrals from the DPOs will be comprised of target clients who have been assessed as meeting programmatic prerequisites and have a demonstrated desire to access higher education. Referrals to the program may also be identified by the organization or other contracted organizations of the Probation Department and/or the institution of higher education. The eligibility of those participants will be verified by the Probation Department through a standardized, online Referral Verification process to be developed. Participation in programs will be added to the client's

Case Plan and outcomes will be tracked in relation to their overall Probation outcomes.

3. **Staffing Requirements:** Contractor(s) must staff their proposed program with staff members who have qualifications and experience relevant to training in the proposed sector(s) in which the training will be provided. Program staff, particularly supervisory staff, will have experience in all facets of implementing evidenced-based programs including assessment, participating in evaluation, goal setting, analysis, and ongoing program evaluation and modification to ensure goals and outcomes are met.
4. **Program Completions, Early Exits or Discharges:** Contractors shall have a process for documenting, collecting, and tracking program completions, early exits, or discharges from the program and these shall be reported to ACPD on a quarterly basis. Each Contractor will detail in their proposal what constitutes as a “program completion” and what measures are used to track program progress.
5. **Data Collection Requirements:** Contractors shall regularly collect and track data about referred, enrolled, and completed participants. While each Contractor may use its own system for data collection, all requested participant and outcome data must be shared with ACPD per the report schedule below. Contractors must agree to the County’s standard data sharing agreement terms.

VI. Deliverables

1. This will be a performance-based contract with measurements and standards. The performance measures focus on whether clients are better off as a result of the services provided, and also look at the quality and efficiency of the services provided. As noted, each program will be expected to serve a minimum number of clients throughout the project period that will be determined during contract negotiations. Start-up programs will be required to submit monthly reports on their performance on the Implementation Plan and Program Timeline that will be submitted upon application until service to clients begins. Performance on the deliverables below will be carefully considered during the contract renewal process and for any future funding.
2. The measurements outlined below will identify the role the organizations play in community-wide impact by identifying clients who benefit from the services the organization provides. ACPD reserves the right to request any other data measurements that are not identified in the RFP.
3. How much was done?
 - a. Number of Probation clients referred to the Contractor.

- b. Number of target clients enrolled/participating in the program by demographic and degree/credential program.
4. How well was it done?
- a. Of clients referred by ACPD, the number/percent who received services.
 - b. Client satisfaction with the provision of services per client feedback.
5. Are participants better off?
- a. Short Term Outcomes:
 - (1) Number and type of support/barrier reducing services provided.
 - (2) Number and percentage of clients obtaining a higher education credential/degree.
 - (3) Number and percentage of clients continuing their education beyond initial credential or degree.
 - (4) Number and percentage of clients with living wage employment in the field of their degree/credential within 60 days of graduation.
 - (5) Based on participant feedback to be tracked by the Contractor, at least 50% of students will report that they had a positive higher education experience on-campus and did not feel stigmatized by their lived experiences.
 - b. Long Term Outcomes
 - (1) At least 75% of actively participating clients will not be arrested or reoffend before graduation from their selected higher education program, to be confirmed with Probation data.
 - (2) Within six months of graduation, at least 50% of graduated students will be gainfully employed at a living wage in their desired field and/or continuing their education at another accredited institution of higher education or technical school.

VII. Reports

1. Quarterly Reports

Quarterly reports shall be submitted with quarterly invoice requests by the 10th of the month (or the next business day when the 10th is on a weekend or holiday).

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

- a. Names of participating target clients;
- b. Probation case number (if applicable);
- c. Date of birth, address, client descriptive information (referral source, gender, ethnicity etc.);
- d. Credential or Degree client is pursuing and supportive services connected to/accessed;
- e. Total unduplicated clients served for the month;
- f. Cumulative total unduplicated active clients engaged in the program;
- g. Date of Assessment Completion;
- h. Program Completion, Exit & Discharge outcome information (i.e., Program Violation, Probation Violation, Arrested, Completed Program Successfully, Relocated, etc.); and
- i. Additional outcome information, as required.

Start-up programs will be required to submit monthly reports on contract performance per the benchmarks they outlined in their Implementation Plan and Timeline that will be submitted at the time of application until the program is up and running. Cost reimbursement will be tied to the successful launch of the program and service to clients once the program is functional.

2. Bi-Annual Progress Reports

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

3. Referral/Service Status Reports

- a. Contractor shall submit and maintain all Referral/Service Status Reports through the Provider Portal, once developed. When available, Contractor will use the Portal to confirm receipt of the referral, update status of each

referral, and provide the outcome of the services, per client, on a quarterly basis. Probation will provide training on the Provider Portal upon award. Prior to the development of the Portal, a hard-copy/excel version of the referral status process will be used.

- (1) Contractor will prioritize prospective students that have an interest in pursuing a credential or degree in higher education and/or could transfer from a jail/prison school to an institution of higher education.
4. Contractor shall comply with any requests by the County to provide electronic data files (e.g., XML files; delimited files; comma separated value files; etc.)
5. Additionally, all Contractors must participate in the Probation Department's program evaluation efforts. These evaluations will utilize existing data required in monthly reports before adding new data. Data will be utilized to document services provided, and the short and intermediate impact or outcome of those efforts (during the time that Contractor is in contact with client).

VIII. Contractor Requirements

1. Contractor shall recruit 35-40 adult realigned clients on Probation through college readiness workshops provided in Santa Rita Jail and on campus.
2. Contractor shall assist participants, also known as RISE scholars, in obtaining employment.
3. Contractor shall ensure that RISE members receive financial aid to cover tuition, earn financial incentives for meeting progress benchmarks, utilize support services to remove barriers to success, and obtain assistance procuring employment in their field of study.
4. Contractor shall comprehensively assess and address RISE scholars needs, ensuring they can fully participate and succeed in their program of study; including transportation, basic subsistence, mental health/substance use prevention, and childcare.
5. Contractor shall provide personal and academic mentoring through Open Gate Mentors Advisory Council (OG MACs) and a dedicated RISE counselor.
6. Contractor shall prioritize referrals of individuals returning to the Chabot service area (Hayward, San Leandro, Union City, San Lorenzo, and Castro Valley) from Santa Rita Jail or those already living in the area.

7. Contractor shall work with scholars to ensure enrollees have basic literacy and math skills, are able to focus on their studies over a sustained period of time and can work independently.
8. Contractor shall help scholars connect with resources related to General Education Development (GED) or High School diploma, in order to access federal and state financial aid.
9. Contractor shall provide peer mentoring to support scholars through twice-weekly group sessions, with their peers and mentors, in conjunction with PC mentoring from formerly incarcerated individuals who have succeeded in education and employment; mentors serve as role models and take on a “guardianship” role.
10. Contractor shall ensure that scholars are part of a supportive learning community structure with peers and compassionate adults; together, they participate in retreats, take classes, and join twice-weekly meetings.
11. Contractor shall utilize individual service planning and a case management/service linkage approach to identify and address barriers to success through resources available at Chabot College and community partners.
12. Contractor shall utilize motivational interviewing and cognitive behavioral therapy approaches to assist scholars to stay engaged in and complete the program.
13. Scholars shall have access to trauma-informed mental health and substance abuse services.
14. Job placement assistance shall help scholars obtain employment, and post-placement support for scholars and employers promotes job retention.
15. Contractor shall ensure each scholar develops a student education plan, participate fully in educational and support activities, and encourage students to enroll in at least six semester units each semester.
16. On-campus resources and community partnerships shall help address scholar’s needs and remove barriers to successfully complete studies.
17. Contractor shall partner with Open Gate, a local organization to create a “jail-to-college pipeline” with Alameda County.
18. Open Gate shall recruit incarcerated men and women at Santa Rita Jail, as well as from post-release and 1170(h) populations, who are motivated to attend college.

19. Open Gate shall conduct assessments; provides college readiness workshops; assist scholars in their college planning; help them enroll in Chabot College, financial aid, and other needed resources on campus; and provide peer mentoring.
20. Contractor shall employ a learning community model that shall include:
 - a. Scholars taking common courses and receiving additional academic planning and counseling;
 - b. Participating in twice-weekly support group meetings;
 - c. Peer mentor matching; and
 - d. Access to wraparound services to support them throughout their education/training program and transition process.
21. Scholars shall meet in the Collaborative Projects Space for their twice-weekly peer groups; use college classrooms and labs for courses; and meet with RISE faculty leads in their offices and classrooms.
 - a. All meeting and classroom spaces fully comply with State and Federal higher education accessibility laws.
22. Scholars shall be assigned a formerly incarcerated mentor who has had success in education and employment, will provide guidance and other support, and serve as a role model.
23. Contractor shall participate in the scholar's orientation each semester, to reinforce training for staff on policies and procedures, and shall share this information with scholar.
24. Contractor shall attend professional development conferences and summits for programs serving incarcerated and formerly incarcerated students, where they connect with corrections staff and share best practices with other programs.
25. Contractor shall participate in the East Bay Consortium of Support Programs for Formerly Incarcerated Students, which shares best practices across the region.
26. In partnership with Root and Rebound, Contractor shall have access to the Roadmap to Reentry Online Training Hub, helping them provide scholars with legal resources, toolkits, and guides to navigate legal system impacts post-release.

27. Contractor shall also take part in college-wide staff development on topics, such as equity and college programs, that can benefit scholars.
28. Contractor shall build a broad base for students on campus, through partnerships with Learning Connection (tutoring), Disabled Student Resource Center (assessments, accommodations), Health Center (health and mental health services) Children's Center (child care), Career & Transfer Center, EOPS Care Program (food and other assistance), and other campus units.
29. Contractor shall make regular presentations on the RISE program to Deputy Probation Officers and Inmate Services staff at Santa Rita County Jail to orient them about the program and encourage them to refer clients who are interested and motivated to pursue higher education and meet other eligibility requirements.
30. Open Gate shall conduct the initial intake and assessment for each referred client, measuring their motivation and readiness for college.
31. Open Gate shall engage groups of prospective students in workshops to prepare them for college.
 - a. Workshops shall address the following areas:
 - (1) How college works;
 - (2) Learning about your own strengths and weaknesses;
 - (3) Academic pathways and options (AA, AS, transfer, career technical education and certificates);
 - (4) Learning/other disabilities and related resources available at Chabot College;
 - (5) Common challenges and pitfalls and how to avoid them
 - (6) How to ask for help;
 - (7) Program mentors and how they will help scholars
 - (8) Title IX awareness – the new standards of gender equality and awareness;
 - (9) Having realistic expectations about college;
 - (10) Financial aid planning; and

- (11) Chabot student code of conduct and conduct expectations for RISE participants.
32. Open Gate shall assign each prospective student to a formerly incarcerated mentor who will interview the prospective scholar before enrollment at Chabot College; review their records and discuss their goals; make sure they want to and are ready to make life changes necessary to participate fully in and succeed in the program; and complete an intake form capturing information such as the scholar's Probation office.
33. Open Gate liaison will accompany each scholar to Chabot College to make a warm hand off to RISE Project Coordinator (PC) and Counselor.
34. Contractor shall assist students with enrollment and other matriculation steps, including schedule math, English and/or ESL assessments; addressing any missing educational requirements; scheduling learning/ other disability screening; and completing financial aid applications.
35. Contractor shall review scholar's educational background and transcripts; discuss career interests, goals, and relevant educational programs at Chabot College and 4-year institutions; and explore educational and career pathways.
 - a. Contractor shall work with each scholar to develop a Student Education Plan (SEP) and assist the student with registering for courses.
 - (1) The SEP will document the scholar's educational goals at Chabot College, planned semester-by-semester course list, and identify whether the student is being referred for other services on and/or off campus.
36. Contractor shall host a retreat for scholars at the start of each semester where scholars will learn about college, RISE program and its expectations, and visit college resources such as the financial aid office, Disabled Students Resource Center, Learning Connection, and different career technical education programs.
37. Contractor shall meet with scholars on an ongoing basis to not only provide advising, assistance with class planning, matriculation, course registration help, and enrollment in tutoring.
38. RISE program counselor who specializes in working with students with disabilities shall connect the scholar to appropriate diagnostic testing and resources, such as alternative media or interpreters.
 - a. Needs shall be assessed and resources shall be identified, while concurrently creating the scholar's individualized educational/work plan.

39. Contractor shall help eliminate identified access barriers to education, provide scholars with incentives, such as:
 - a. clipper cards;
 - b. gas cards;
 - c. backpacks;
 - d. start-up school supplies;
 - e. food vouchers; and
 - f. book vouchers
40. Contractor shall work with scholars to troubleshoot arising issues, provide guidance, and connect the scholar to support services on and off campus.
41. The scholar's Deputy Probation Officer (DPO) shall maintain communication with Contractor to stay apprised of students' circumstances and needs, coordinate service referrals and draw upon community partners and other AB109 contracted agencies to address needs such as:
 - a. Applying benefits;
 - b. Housing;
 - c. Legal;
 - d. Mental health; and
 - e. Substance use issues.
42. Scholar's mentors will continue to communicate with and support them in meeting challenges and achieving their goals after they leave college.
43. Contractor shall have a strong peer-mentoring component, beginning when scholars are matched with mentors prior to enrolling at Chabot College.
 - a. Once in college, Contractor shall ensure scholars participate in structured support/educational group meetings with their peers and mentors twice a week.
 - b. Scholars shall receive guidance for their transition to college and the community, engage in discussions about their experiences and concerns; problem solve; discuss and learn about areas regarding life skills,

motivations, financial literacy, alcohol and drug use issues, while building camaraderie in the process.

44. Contractor shall leverage the college's external partnerships to help students address needs and succeed in college and employment.
 - a. Contractor shall also leverage extensive additional funding to support students.
45. Contractor shall orient DPOs about the program and eligibility requirements, scholar's readiness and motivation to pursue a career pathway through programs at the college.
46. Once a DPO refers an individual, Contractor shall assess their readiness for the program, learning style, and motivation.
 - a. Contractor shall inform DPOs of individual's acceptance for the program so enrollment can be added to the Case Plan.
47. All faculty and instructors who teach classes for scholars shall be faculty with relevant degrees, credentials, and experience in the classroom and/or field related to the subject areas in which they provide instruction. Part-time/adjunct faculty and instructors are vetted and approved by tenured or tenure-track faculty.
48. Contractor shall closely track the status of each scholar in the program, enter specific status marker – active, early exit, discharge, completion – into Chabot College's SARSTrak databases, with the date of and reasons of any changes of status.
 - a. Contractor shall notify DPOs of any change of status and engage in discussing about underlying reason(s) to determine appropriate next steps for scholar.
49. Contractor shall utilize the RISE database as well as Chabot College Student Information System to house all data on participants required by ACPD.
 - a. Data shall be gathered at 90-day intervals and shall include information such as:
 - (1) Date each client is referred;
 - (2) Whether the person is accepted into the program;
 - (3) Client demographic data;
 - (4) Programs and courses scholars are enrolled in;

- (5) Course grades/GPAs;
 - (6) Persistence in the program;
 - (7) Certificates and degrees earned;
 - (8) Jobs obtained;
 - (9) Wages; and
 - (10) Job retention.
50. Contractor shall coordinate across disciplines with Santa Rita County Jail and DPOs to target Probation clients residing in Hayward and surrounding communities, especially those at moderate to higher risk of recidivism.
 51. Contractor shall coordinate with DPOs to be familiar with the results of the Criminogenic Risk/Needs Assessment conducted by the DPO and participants case plan.
 52. Coordinated services will also be guided by an assessment of scholar's needs conducted by the Contractor.
 53. Contractor shall utilize motivational interviewing and cognitive-behavioral communications approaches to promote students' motivation and retention in the program and positive behavioral choices.
 54. Contractor shall be skilled at interacting with cultural awareness, sensitivity, and gender responsiveness, which helps motivate formerly incarcerated individuals.
 55. Contractor shall lead bi-weekly meetings and provide mentorship, with lived experience to help provide practical, empathetic motivation to help students overcome challenges and enact positive behavioral changes.
 56. Contractor shall incorporate motivational approaches in one-to-one interactions and group sessions with scholars and refer them for mental health and substance use-related intervention, as needed, utilizing evidence-based practices such as motivational interviewing, cognitive-behavior therapy, and trauma-informed approaches.
 57. Contractor shall ensure scholars follow a structured schedule to encourage intensive program of structured services, addressing the evidence-based practice that higher-risk clients be occupied in structured activities with limited free time.
 58. Contractor shall guarantee each scholar is provided support for guided and self-placement in math and English/ESL courses as required by AB 705 (Education

Code §78213). Placement may be based upon guided placement, including self-placement, if a student's high school performance data, including self-reported data, is not available or usable with reasonable effort.

- a. Contractor shall take placement results into consideration when developing Student Education Plans; identifying and connecting students to needed support and providing guidance to students.
59. Contractor shall have regular, individual check-ins with students to monitor scholar's class attendance, assess if they need help, personal issues arising, and scholar's general well-being.
 60. Contractor shall assist select scholars to obtain employment during and/or after completing their studies at Chabot College.
 61. Contractor shall assist scholars whose educational goal is to transfer to a four-year college or university through Chabot College Career & Transfer Center.
 62. Contractor shall connect scholars to the following on-campus programs:
 - a. Extended Opportunity Programs and Services (EOPS) unit - connects students with priority registration, financial assistance, academic advising, personal counseling, vocational and career planning, representatives from 4-year institutions, visits to 4-year college campuses, and help applying to 4-year universities.
 - b. Learning Connections – free academic tutoring and study skills development assistance.
 - c. Disabled Students Resource Center – accommodations for disabilities.
 - d. Counseling/Career & Transfer Center – career advising and transfer assistance.
 - e. CalWORKs Program – financial resources, counseling, childcare, and employment opportunities
 - f. Health Center – health and mental health care
 - g. Children's Center – childcare and preschool.
 - h. CARE program – assistance for single parents including meal tickets, childcare assistance, personal development classes, and family activities.
 63. Scholars shall have a dedicated space to connect with peers and other students on campus.

64. Contractor shall connect scholar to resources in the community (e.g. related to housing, mental illness, substance use, etc.) to address barriers to fully participating in and succeeding at Chabot College.
65. Contractor shall organize a peer support group; use formerly incarcerated mentors; conduct program outreach/recruitment at Santa Rita jail; help students apply to college and matriculate, provide financial support for critical student needs, make a range of supports accessible to students' academic and non-academic needs, and other strategies.
66. As part of weekly staff meetings, Contractor shall discuss with the entire team to help assess, triage, and address students' emerging needs.
67. Contractor shall collaborate to maintain communication with student's DPOs and service providers they are referred to in order to coordinate care, prevent service duplication, and monitor whether students are accessing and benefiting from service referrals.

EXHIBIT B

PAYMENT TERMS

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

a. Personnel Costs

- (1) Contractor shall invoice the County no more than an average of \$3,875/month for personnel costs;
- (2) Which shall not exceed \$93,000 over the 24 months
- (3) Contractor agrees that Personnel funded through this contract shall be able to serve a minimum of 35 clients/year (pending referral and/or approval by ACPD) over the initial 24-month contract period. Failure to meet minimum number of clients may result in budget modifications; and
- (4) The table below shall be a cost estimate for personnel:

A – Personnel	Year 1	Year 2
RISE Program Project Co-Coordiators	\$30,500	\$30,500
Administrative Support	\$10,000	\$10,000
Peer Leader/Student Assistants #1; \$13.00/hr	\$3,000	\$3,000
Peer Leader/Student Assistants #2; \$13.00/hr	\$3,000	\$3,000
Subtotal	\$46,500	\$46,500
Total Maximum Personnel Cost	\$93,000	

b. Fringe Benefits

- (1) Contractor shall invoice the County no more than an average of \$1,667 month for fringe benefits;
- (2) Which shall not exceed \$40,008 over the 24 months

(3) The table below shall be a cost estimate for fringe benefits:

B – Fringe Benefits	Year 1	Year 2
RISE Program Coordinator @48% fringe benefit rate	\$14,844	\$14,844
Administrative Support @48% fringe benefit rate	\$4,800	\$4,800
Peer Leader/Student Assistants @3% fringe benefit rate	\$180	\$180
Peer Leader/Student Assistants @3% fringe benefit rate	\$180	\$180
Subtotal	\$20,004	\$20,004
Total Maximum Fringe Benefits	\$40,008	

c. Other Direct and Indirect Costs

- (1) Contractor shall invoice the County no more than an average of \$1,948.83/month for direct and indirect costs;
- (2) Which shall not exceed \$46,772 over the 24 months
- (3) The table below shall be a cost estimate for direct and indirect costs:

C – Other Direct and Indirect Costs	Year 1	Year 2
Program Operating Supplies: Food for meetings and workshops, End-of-the-Year Celebration, office supplies, printing of resource and outreach materials	\$6545	\$6545
School Supplies for Re-entry students (\$50 x 15): backpacks and school supplies	\$750	\$750
Consultant Contracts for OG MAC	\$6,000	\$6,000
Staff Development/Trainings and those required by ACPD	\$1,000	\$1,000
Subtotal	\$14,295	\$14,295
Indirect Costs	\$9,091	\$9,091
Total Maximum Direct and Indirect Costs	\$46,772	

d. Direct Client Financial Support

- (1) Contractor shall invoice the County no more than an average of \$854.16/month for direct client financial support costs;
- (2) Which shall not exceed \$20,500 over the 24 months
- (3) The table below shall be a cost estimate for direct client financial support costs:

D – Direct Client Financial Support	Year 1	Year 2
DIRECT CLIENT FINANCIAL SUPPORT (i.e., Client Incentives, Barrier Removal, etc.) Transportation Vouchers (60 Clipper Card/BART tickets @ \$5,000), Books (30 x \$100 bookstore gift cards = \$3,000), Grocery Cards (30 x \$75 grocery gift cards = \$2,250)	\$10,250	\$10,250
Total Maximum Direct Client Financial Support	\$20,500	

- 2. Invoices will be reviewed for approval by the Alameda County Probation Department. Invoices may be submitted electronically to Sadaf Siddiq (Sasiddiq@acgov.org).
- 3. Total payment under the terms of this Agreement will not exceed the total amount of \$200,000. This cost includes all taxes and all other charges.

EXHIBIT C INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,00,000 per accident for bodily injury or disease
D Employee Dishonesty and Crime	\$1,000,000 per occurrence
E <u>Endorsements and Conditions:</u>	
<p>1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</p> <p>3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:</p> <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". <p>7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p>	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Chabot-Las Positas Community College District – Chabot College

PRINCIPAL: Douglas Roberts TITLE: Vice Chancellor, Business Services

SIGNATURE: _____ DATE: _____