



MARCUS DAWAL  
Chief Probation Officer

## ALAMEDA COUNTY PROBATION DEPARTMENT

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

June 20, 2024

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

**SUBJECT: APPROVE STANDARD SERVICES AGREEMENT WITH OPTIONS RECOVERY SERVICES FOR A RESIDENTIAL SUBSTANCE USE TREATMENT PROGRAM; PROCUREMENT CONTRACT NO. 27248; AMOUNT: \$489,127**

Dear Board Members:

### **RECOMMENDATIONS:**

- A. Approve Standard Services Agreement (Procurement Contract No. 27248) with Options Recovery Services (Principal: Justin Phillips; Location: Berkeley) to provide a residential substance use treatment program for the Alameda County Probation Department adult realigned clients, for the term of 07/01/2024 – 09/30/2025, in the amount of \$489,127; and
- B. Adopt a Resolution to waive the County's competitive bid requirements for Options Recovery Services with respect to this contract to provide a residential substance use treatment program for the Alameda County Probation Department's adult realigned clients.

### **DISCUSSION/SUMMARY/FINDING:**

On October 22, 2020, the Alameda County Probation Department (ACPD) received an award from the Office of Justice Programs' Bureau of Justice Assistance (BJA), Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP), Award #2020-AR-BX-0117. On December 6, 2022, your Board approved (Item No 49) a contract with The Alliance for Community Wellness dba La Familia Counseling Service (La Familia) to provide transitional housing substance use treatment services in the amount of \$1,686,862. On December 31, 2023, this contract was terminated after one year due to La Familia's inability to deliver the service. To comply with BJA grant obligations, ACPD worked with the funder to develop a pivot-plan. On May 2, 2024, BJA approved this project with an extension through September 30, 2025. Additionally, on May 21, 2024, BJA approved a scope change naming Options Recovery Services as the contractor to continue providing this critical service.

ACPD is committed to protecting the health and safety of its community and is partnering with Options Recovery Services to develop and implement the Recovery Connection and Transitional Housing

(RCTH) program to fulfill the requirements of the COSSUP grant award. RCTH is a community-based residential substance use treatment center which includes wrap-around reentry and recovery support programming for individuals diverted from the criminal justice system through pre-trial intervention and those returning to Alameda County from jail and prison, on probation. The RCTH program will expand access to supervision, treatment, including medication-assisted treatment, recovery support services, onsite group-based mental health services, outpatient substance use treatment and transitional housing for individuals impacted by opioid, stimulant, and other substance abuse. Significant shortcomings exist in Alameda County's continuum of care for mental health treatment, substance use disorder (SUD) treatment, and trauma-centered services.

Three Options Recovery Services transitional housing facilities are located in Oakland, San Leandro and Berkeley that will be made available to ACPD clients through this program. The RCTH program will provide 24/7 staffing coverage, case management and navigation services. The goal is to continue providing connection to services that reach beyond the individual's stay at the transitional housing facility. Length of stay will be 12 months with the possibility of extensions based on progress with case management plan and the need of the clients as determined by program staff. RCTH offers services to all genders.

**SELECTION CRITERIA/PROCESS:**

*Options Recovery Services is named as the provider in the approved COSSUP grant scope change to operate the RCTH program. The General Services Agency approved Sole Source No. 10089 and issued a Finding Memo of Non-Competition on 06/17/2024 for Options Recovery Services in the amount of \$489,127.*

*The Auditor Office of Contract Compliance & Reporting has issued Federal SLEB Waiver No. F2190-A, expiring on 09/30/2025.*

**FINANCING:**

Funding for this Standard Services Agreement will come from the remaining balance with the La Familia contract, and funded by the COSSUP Federal Grant Award #2020-AR-BX-0117. Appropriations are included in the ACPD's FY2024-25 Approved Budget. There will be no impact to net County cost as a result of approving the above recommendations.

**VISION 2026 GOAL:**

The RCTH program meets the 10X goal pathway to **Eliminate Homelessness, Eliminate Poverty and Hunger** and a **Crime Free County** in support of our shared vision of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Brian Ford  
Acting Chief Probation Officer

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, is by and between the County of Alameda, hereinafter referred to as the "County", and Options Recovery Services, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Recovery Connection and Transitional Housing program which are more fully described in Exhibit A hereto ("Services"); and

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

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

- Exhibit A Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Additional Contract Provisions – Federal Provision
- Exhibit E-1 Certificate of Contracts, Grants, Loans and Cooperative Agreements
- Exhibit F The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from July 01, 2024 through September 30, 2025.

The compensation payable to Contractor hereunder shall not exceed Four Hundred and Eighty-Nine Thousand, one Hundred and Twenty-Seven dollars (\$489,127) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

COUNTY OF ALAMEDA

OPTIONS RECOVERY SERVICES

By: \_\_\_\_\_  
Signature

DocuSigned by:  
Justin Phillips  
By: \_\_\_\_\_  
Signature

Name: Nate Miley  
(Printed)

Name: Justin Phillips  
(Printed)

Title: President of the Board of Supervisors

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: 6/9/2024

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

DocuSigned by:  
K. Joon Oh  
By: \_\_\_\_\_  
K. Joon Oh, Deputy County Counsel

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

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

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

6. **CONFORMITY WITH LAW AND SAFETY:**

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

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

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

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

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

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

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

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

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner



with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
Probation Department  
1111 Jackson St. 7<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Deborah Anderson

To Contractor: Options Recovery Services  
1835 Allston Way

Berkeley, CA 94703  
Attn: Justin Phillips

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 Recovery Connection and Transitional Housing Program shall not exceed \$489,127, payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**  
  
Intentionally omitted.
22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and

enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

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

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**

**SERVICES**

**I. Definition of Services**

- A. Contractor shall provide supported transitional housing services as described in this Exhibit A as the Recovery Connection and Transitional Housing Program (RCTH). This Exhibit A has been drafted to include the requirements contained in the Office of Justice Programs’ Bureau of Justice Assistance (BJA) grant award from the Fiscal Year (FY) 2020 Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP), Award #2020-AR-BX-0117.
- B. In the event of any conflict (direct or indirect) among any of the exhibits, COSSAP, the Contractor’s proposal (Proposal) and additional services that the County obtained through negotiations, 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 and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible. The COSSAP and Proposal are incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.
- C. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Mike Thomas	Senior Director of Programs	(510)666-9552ext123	mthomas@optionsrecovery.org
Corey Glassman	Admissions Manager	(510)666-992	cglassman@optionsrecovery.org
Khurshida Begum	Accounting Manager	(510)666-9552	kbegum@optionsrecovery.org

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.

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



## II. Program Information, Goals, and Target Population

RCTH is a substance use treatment and wrap-around reentry and recovery support program provided in a community-based residential setting. The Program will provide assessment, wrap-around case management, substance use treatment including Medication-Assisted Treatment (MAT), mental health treatment, permanency planning, reentry-focused navigation services, and data collection. The services are intended to reduce the impacts of opioids, stimulants and other substances on individuals and communities, including overdose fatalities, with the ultimate goal of treatment, stabilization, and transition into permanent housing.

### A. Program Information

1. Contractor must provide supported transitional housing services that includes medication assisted treatment for adult clients who are supervised and/or referred by the Alameda County Probation Department (ACPD).
2. Contractor's supported transitional housing services must provide substance use treatment, mental health services, and other supportive services to clients at one of the Contractor's transitional housing sites ("Facility) located at:
  - a. 1835 Allston Way, Berkeley, CA 94703
  - b. 1630 10<sup>th</sup> Street, Oakland, CA 94607
  - c. 1300 East 14<sup>th</sup> Street, San Leandro, CA 94577
3. Hours of operation shall be 24 hours per day, seven (7) days per week.
4. Contractor will have 48 hours after referral is made to determine if the referred client is suitable for the Program. Should Contractor determine that the client is not a suitable fit for the Program, Contractor shall provide its rationale to the referring staff at ACPD.
5. ACPD will have the final decision in coordination with Contractor and based on the program model regarding which clients are placed into the Program and retains the right to add or remove a client at any time.

### B. Program Goals

1. Improve client outcomes related to opioid, stimulant, and other substance use;

2. Reduce the number of overdose fatalities.
3. Provide mental health services to address client's co-occurring needs.
4. Improve client's community stability and long-term outcomes through program services and connection to ongoing, community-based care as needed.
5. Address the needs of family and children impacted by clients' substance abuse by providing clients access to family members in a safe environment when appropriate. This may include family visits, reunification support, and other supportive family interactions.
6. Mitigate impacts on community by creating comprehensive and collaborative solutions to treatment, housing, and recovery support services.
7. Referred MAT recipients transitioning from facilities (Santa Rita Jail/California Department of Corrections and Rehabilitation) will go straight into treatment and the transitional housing program.
  - a. Improve post-release MAT compliance
  - b. Reduce time between release and service connection

C. Target Population

Contractor will serve justice-impacted clients of Alameda County struggling with opioid, stimulant or other substance use who are assessed as needing treatment. These clients will include:

1. Realignment Eligibility: Realignment eligibility may be changed by ACPD at any time. Contractor shall cooperate with ACPD to revise services to accommodate any changes. Currently, the following categories of individuals are eligible for AB109-funded services:
  - a. Post-Release Community Supervision (PRCS): Individuals released from prison for non-serious and non-violent offenses and are not classified as high-risk sex offenders.
  - b. Penal Code 1170(h) Eligible: Individuals charged and under Supervision with an 1170(h)-eligible offense, including:

- (1) Individuals sentenced to local prison and placed on mandatory Supervision.
  - (2) Individuals granted deferred entry of judgement in lieu of an AB109 eligible offense.
- c. Formal Probation: Individuals on formal probation.
  - d. Pre-trial Status: Individuals on pre-trial status.
  - e. Specialty Court Felons: Individuals with felony convictions in specialty courts.
  - f. CA Assembly Bill (AB) 1950 Probation: Clients whose probation was terminated early due to the retroactive application of AB1950 may receive services for up to one-year after their grant of probation terminates.

*Note: Individuals on court probation are not considered part of the realigned population.*

2. Individuals 18 years and older.
3. Individuals who have substance use challenges and are agreeable to treatment including, MAT services and co-occurring health services when appropriate and those discharging from facilities and active on MAT
4. Other individuals as referred by ACPD.

### **III. Program Requirements**

#### **A. Treatment and Services**

Contractor will provide onsite substance use and mental health services provided by graduate level, licensed-eligible, and/or licensed therapist, as well as substance use providers with appropriate training and certificates. Options Recovery has a medical director to oversee all medical services provided and oversees the administration of any medication at Options facilities.

Clients Services must include:

1. Assessment and treatment planning based on client's assessed needs and responsive to the COMPAS risk needs assessment or other documentation made available to Contractor.
  - a. Each client is required to have an individualized, clinical treatment plan with the appropriate dosage of substance use and/or mental health treatment developed within 30 days of acceptance into the program.
  - b. Clinical treatment plans must be updated and reevaluated as treatment goals are met and/or additional needs are identified. Treatment goals must assist with client's reentry, as well as prepare clients for long-term stability and success beyond the program participation timeframe.
  - c. Contractor will share overarching reentry, housing, and stability planning goals with ACPD via "Provider Service Plan" from RCTH staff but is not required to share the specific mental health and substance use clinical treatment goals of this plan.
  
2. Substance Use Services: Clients will receive substance use treatment by qualified medical professionals through Options Recovery or an alternative program if equivalent and accessible to program participants. See also Section 30, Subcontracting/Assignment, regarding requirements with respect to subcontracting and subcontractors. Service will include:
  - a. Individual, outpatient substance use treatment 5 times per week.
  - b. Group substance use therapy onsite at Berkeley, Oakland, and San Leandro facilities, 5 times per week guided by the American Society of Addiction Medicine.
  - c. MAT Services - Contractor will provide access to a qualified medication assisted treatment (MAT) provider who will lead MAT services and oversees prescription of medication. Contractor will provide support to clients receiving MAT services at the time of referral or establish new MAT for clients identified as needing such treatments.
    - (1) Those receiving MAT services will meet with a psychiatric nurse practitioner at the clinic location or alternative equivalent program. Contractor will transport client to and from medical facility as needed.

- (2) Medication – RCTH will focus on addressing alcohol and opioid use disorders through overdose prevention, replacement therapy with buprenorphine, and/or blocking therapy (naltrexone). Medications will be distributed as prescribed. All medications shall be self-administered by client and shall be monitored by Contractor, including maintaining log sheets on each medication with the clients’ name, PFN number, dosage of medication, date and time taken, balance of pills/liquid remaining after each dosage taken by the client, date and staff initials. Outdated, discarded, and/or unclaimed medications shall be disposed of per County standards by Contractor. Contractor shall have a locked and refrigerated storage area designated for medication requiring refrigeration. Contractor shall provide a locked medicine cabinet in an area under staff’s control and supervision.
  - (3) Contractor will have each client list all prescribed medication during the intake process.
  - (4) Contractor will provide transportation to a medical facility for clients to obtain needed medications that are not approved for onsite storage and distribution.
3. Mental Health Services: Clients will receive:
  - a. Case management services
  - b. Connection to necessary mental health support services
  - c. Referral and direct warm hand off to external mental health provider if additional need is identified.
4. Use of cognitive behavioral intervention and motivational interviewing to promote clients’ self-awareness, motivation to change, skill practice, engagement in necessary services, and progress with change.
5. Drug Testing
  - a. Contractor shall conduct random drug testing of clients at a minimum of once per month or if Contractor has reasonable suspicion that client is under the influence of illicit substance or has utilized substances.

- b. Testing will be conducted by Recovery Connection and Housing Program staff and follow Contractor's testing protocols.
  - c. If a client tests positive for substances, the Contractor must notify ACPD regarding this adverse event following outlined protocol. The individual may continue to stay at Recovery Connection and Housing Program pending:
    - (1) Detox and/or sobering at an off-site facility as needed;
    - (2) Conversation with ACPD and/or other ACPD staff;
    - (3) Recommitment to Recovery Connection and Housing Program program goals; and
    - (4) Revised treatment plan including increased service provision, addressing of triggers, and support regarding relapse prevention.
6. Transitional Housing
- a. Contractor will provide temporary transitional housing to program participants. Participants may stay at the Facility for twelve (12) months with extensions available based on client's needs, during the term of this Agreement.
  - b. Participants will be expected to contribute 30% of their monthly income to their RCTH account (set up by Contractor). Clients may provide payment to RCTH staff in the form of cash, check, or other electronic means. RCTH staff will provide client a receipt and log the payment amounts received. Upon client's exit from the RCTH program, a check totaling all received payments will be given back to the client to be used toward his permanency plan.
7. Case Management & Navigation Services: Intensive Case Management (ICM) is used to help clients gain access to, and make use of, needed supports in the community. ICM provides each client with one person to help them navigate the array of organizations, bureaucracies and eligibility hurdles of human service delivery systems. The Options Recovery Counselor/Case Manager for each client focuses only on their caseload. Principles that are practiced by Options' staff in using ICM are: (1) employing low caseloads per case manager to accommodate more intensive services, (2) facilitating access to and utilization of brokered

community-based services, (3) providing long-term support, and (4) monitoring the client's progress through services provided by others. Services will include:

- a. Contractor will provide barrier removal and case management support to assist with clients' reentry needs and long-term stability.
- b. Recommended services and case plans should be developed with consideration of all available assessments and conducted in collaboration with the ACPD and/or in alignment with other ACPD case planning processes.
- c. Contractor may assist clients with accessing AB109 funded services and activities in collaboration with clients' DPO and/or other ACPD staff.
- d. Contractor shall conduct case management support during daytime, evening, and weekend hours to accommodate work and schedules of clients.
- e. Case Management incorporates cognitive behavioral interventions, mentoring, skill building, and service connection. Case managers and peer site supports will work with client and clinical staff to develop a Provider Service Plan within 30 days of program entry.
- f. The Provider Service Plan should incorporate aspects of client's *clinical treatment plan*, as well as non-clinical goals related to client's reentry and stability. The Provider Service Plan must be shared with ACPD, and case management services and interventions must be responsive to this service plan.
- g. Contractor's case manager and peer support staff will:
  - (1) Provide on-going case management and barrier removal assistance based on clients' progress and evolving needs. This includes assisting client with developing and progressing on their Provider Service Plan.
  - (2) Create a Provider Service Plan with clients to move towards the goal of attaining stable community housing or permanent housing. This includes assisting clients with identifying and transitioning into stable housing prior to program completion.

- (3) Assist clients with court mandated activities (e.g., transportation, calendaring activities-court dates, domestic abuse program attendance, etc.).
- (4) Assist clients with obtaining vital documents and services necessary for independent living and community stability (e.g., birth certificate, bank account, work documents, home health worker, etc.).
- (5) Assist clients with enrolling in Medi-Cal and other public benefits.
- (6) Assist clients with connecting to primary health, physical health, and dental health care providers and services.
- (7) Assist with clients with connecting to appropriate employment programs and opportunities. This may include participation in La Familia's Reentry Employment Program, continuing current employment, and/or other employment support as assessed and recommended in client's case plan
- (8) Collaborate with client's Deputy Probation Officer (ACPD) and other ACPD staff and other AB 109 contracted providers as needed.
- (9) Complete other tasks to assist client's reentry and long-term stability.

8. Housing and Stability Planning

- a. RCTH staff will assist and prepare clients for program completion and conduct housing and stability planning. This includes the aforementioned treatment, services, case planning, and navigation supports.
- b. Housing and stability planning should consider clients' housing desires, existing resources, strengths, progress toward goals, financial security, and independent living skills.
- c. RCTH staff will assist with housing stability planning through:
  - (1) Collection and storage of clients' monthly monetary contribution (up to 30% of stated income) to be returned to client in lumpsum check upon program completion.



- (2) Assistance with identifying, applying for, and securing permanent or other long-term housing in the community. This may include identifying supportive housing programs, affordable housing, and community housing funds.
- (3) Provide transitional services, connecting clients to ongoing services and community providers to ensure connection prior to completion of the Recovery Connection and Housing Program program.
- (4) Discharge plan that includes treatment recommendation, referrals, relapse prevention plan, and/or other connections to ongoing mental health and substance use services, as well as other community supports.

9. Miscellaneous

In compliance with all applicable laws and regulations, including without limitation 42 CFR part 2, HIPAA, Civil Code sec. 56, et seq., and Welfare and Institution Code sec. 5328, Contractor shall obtain all necessary permissions and authorizations from the clients as may be needed in order to provide the contracted services and to fulfill its obligations under this Agreement, including as may be necessary for billing, reporting, and coordinating with ACPD.

The parties further agree to obtain the required documentation and assurances as may be required for audit, evaluation, or other permitted activities under 42 CFR 2.53, and to further cooperate as may be needed to undertake such purposes and activities.

#### IV. Staffing Requirements

- A. **Representation of the Justice involved on Staff:** Justice involved individuals are known to be highly effective care providers, especially in peer-to-peer mentoring. They can serve as role models and credible messengers, provide shared perspective, and demonstrate to Participants that education and employment are attainable goals as well as steps toward a stable lifestyle. Contractor must demonstrate the incorporation of justice involved individuals into their staffing for this project, whether already hired, or expected to be hired upon contract award. Feedback from Staff with Lived Experience must be included in the Program's quality assurance and continuous improvement process.

- B. Staff Background Checks:** Contractor must conduct background checks on all Staff. Contractor must include in background checks verification of educational credentials, training(s) and employment experience. Contractor must be prepared, periodically throughout the contract term, to verify with ACPD the completion of background checks on all Staff.
- C. Job Descriptions:** Contractor must have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through this Contract. Job descriptions must specify the minimum qualifications for services to be performed.
- D. Staff Retention and Development:** Staff retention is extremely important when working with the Reentry population because, more often than not, relationships are the intervention. If the Staff that Participants and partners are engaging with are constantly changing, those relationships will be unstable. In order to help maintain stability, the Contractor must prioritize Staff retention. Staff retention is often the result of Staff feeling like they are valued (living wages and being heard/opportunities to influence change) and when Staff is given the opportunity to sharpen their current skills and develop new skills. Therefore, Contractor must provide Staff with professional development opportunities. Contractor must ensure these opportunities enhance Staff's ability to effectively serve Participants, including addressing trauma arising from incarceration and education about the unique barriers created by a criminal record. Professional development opportunities may include specialized training, Best Practices, and focused trainings to address the Dynamic Factors and needs of Participants and their families.
- 1. Staff Training:** Contractor must provide Staff with regular trainings, including attendance at all trainings required by ACPD as part of this Contract. Trainings required by ACPD will be provided at no cost to Contractor and may be either on-site or off-site (to be determined by the training provider).
  - 2. Enterprise Supervision Training:** Contractor must make all necessary Staff available for training on the Provider Portal, Enterprise Supervision, after execution of the Contract. This training will be provided by ACPD at no cost to Contractor.
- E. Minimum Required Staff:** Contractor's RCTH program will consist of the following staff at each facility that includes, but are not limited to:
- 1. Full-time SUD counselors** responsible for group and individual treatment, available on site 40 hours 5 days a week.

2. Full time case managers responsible for treatment and case management with minimum qualification being available on site 40 hours, 5 days per week.
3. A full-time live-in house manager and assistant manager responsible for clients housing needs with minimum qualification being, having lived experience, peer training, de-escalation and crisis training. The assistant house manager assumes all duties of the house manager in the house manager's absence, so there is always someone available to help with client housing needs.
4. Contractor shall make available at each facility, a list of contacts that will offer 24/7 support to on-site staff, posted and visible to all staff.
5. Certified counselors and licensed mental health clinicians will be available for the client's needs 5 days a week 40 hours a week.
6. Contractor will take strong consideration of language access for mono-lingual and limited-English participants will be adhered to. Minimum of one staff member will be bilingual in Spanish.

**V. Facility Requirements**

- A. Contractor shall ensure the Facilities meets the following physical site requirements:
  1. Equipped to monitor external movement, as well as detect any unauthorized ingress/egress; and
  2. Configured to meet all health and safety and building codes, and physical site requirements as defined by ACPD.
- B. The Contractor shall provide the following items for each bedroom and ensure the housing site meets the following requirements:
  1. Each room shall have a bed frame, mattress and pillow, clean bed linens, towels, chair, closet or dresser.
  2. Each room has proper lighting, heating/cooling, and ventilation.
  3. All mattresses and pillows have protective covering.
  4. Mattresses and pillows shall be replaced when worn out or torn.

5. Contractor shall instruct each client on how to properly clean and maintain their rooms to ensure cleanliness and organization.
- C. Contractor is responsible for the provision of functional, clean, and full-service bathrooms. The sinks and showers shall provide either (i) hot and cold water or (ii) tempered water by room audits.
- D. Contractor shall provide a space for living activities such as studying, writing, reading, and viewing television.
- E. Contractor shall provide housing and bathroom facilities for clients with disabilities in accordance with the requirements of the Americans with Disabilities Act (ADA) and in compliance with 24 C.F.R. Part 100.
- F. Contractor shall meet all conditions of the Facility site requirements and allow inspections without or without prior notification by ACPD after contract execution and for the duration of the contract.
- G. Contractor shall provide clients with fee-free access to onsite laundry machines and detergent
- H. Upon arrival at the Facility, clients will receive clean linens, a blanket, and bath towel. Additional supplies will be made available to clients as needed. Linen and towel supplies shall be laundered and rotated on a weekly basis and replaced if they are worn or stained.
- I. Client Property Room: Upon a clients exit, personal property left at the Facility shall be inventoried and held in secured storage space for up to sixty (60) calendar days or may be returned to the agent of record. Such storage shall be in a clean and well-maintained area to prevent damage to the clients' property. Property left beyond sixty (60) calendar days shall be forfeited.
- J. Smoke-free Environment: In accordance with California State law, indoor smoking at the site is prohibited.
  1. "NO-SMOKING" signs shall be posted in all instruction areas, designated visiting areas, hallways, and in the main office of the Facility and visible to all client's, visitors, and staff.
- K. Facility equipment, furniture, appliances, etc. shall be kept clean (free of mold, mildew and unsoiled) and in good operating condition.

- L. Vector Control: Contractor shall maintain a subcontract for vector control services to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained on-site.
- M. Sanitation and Health Codes: Contractor shall comply with sanitation and health codes of the applicable governmental jurisdiction. Written reports of inspection by State or local authorities shall be retained on-site.
- N. Building Codes: Contractor shall ensure that the site complies with all applicable building codes. Verification of compliance may be in the form of a currently valid permit, letter and/or certificate.
- O. Construction: Contractor shall notify ACPD within thirty (30) calendar days prior to undergoing any construction on the facility site in order to facilitate the relocation of clients, if necessary.
- P. Temperature: Contractor site shall be equipped with either central or wall heating. The use of kerosene and propane space heaters are prohibited, due to health risks and fire hazards.
  - 1. Contractor shall follow the most recently released California Building Code (CBC) regulations regarding the interior environment (e.g., Section 1204.1).
- Q. Fire Evacuation Emergency Procedures: Contractor shall have fire prevention procedures and safety requirements posted in a common area frequented by clients, staff and visitors.
  - 1. Contractor shall have evacuation and emergency procedures to include the following instructions:
    - a. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number)
    - b. Alert notification and evacuation of all occupants
    - c. Control and the extinguishing of fires; and
    - d. Evacuation routes and procedures.
- R. First Aid Kits: The Contractor shall keep a minimum of three well-stocked first aid kits which should be located in key areas, labeled and easily accessible.

1. The Contractor is to refer to the American Red Cross website for a well-stocked first aid kit: [Make a First Aid Kit | Supplies & Contents | American Red Cross](#)
  2. Naloxone (Narcan) will be stored on-site as part of the first aid kit.
- S. Smoke Detectors and Fire Extinguishers: Contractor shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations including the kitchen, sleeping areas, indoor visiting area, instruction area, laundry, maintenance shop and control room.
1. All tests shall be documented for compliance and maintained at the facility as set by local ordinances.
- T. Site Certification/Licensure: At the specified sites where direct services will be provided to clients, Contractor shall have and maintain current Fire Clearance and Conditional Use Permit (or other applicable land use permit) as require by the applicable local agency. Contractor shall submit their Master Lease Agreement to ACPD upon contract execution.

## VI. Administrative Requirements

- A. **Administration and Fiscal Management:** Contractor must administer the Program as a separate organizational, administrative, and fiscal activity and must keep this Program(s) separate and distinct from other activities.
- B. **Referral Process:** Referrals may come to the Contractor in several ways, including, but not limited to, the following:
1. Referrals may be identified and referred to the Contractor by ACPD.
    - a. Referrals from ACPD will be provided through the Provider Portal, Enterprise Supervision or similar system, that Contractor must use. ACPD will provide the necessary training at no cost to Contractor.
  2. Referrals may also be identified by the Contractor (reverse-referral); these referrals must be verified by ACPD's Reentry Services Coordinator.
  3. Prior to providing services to potential Participants, the Contractor must verify eligibility of the referral with ACPD.
    - a. Contractor will only be compensated for Participants whose Realignment eligibility has been verified.

- C. **Participant Release/Consent to Release Information:** Contractor must obtain releases from each Participant to collect Participant-level data and provide such data to ACPD, including identifying information. If Contractor cannot obtain a release from any Participant because that individual refused to sign a release, Contractor must report the refusal to ACPD within 48 hours of the refusal via the Provider Portal and an email to the ACPD or ACPD’s Reentry Services Coordinator.
- D. **Funding Acknowledgment:** Contractor must ensure all representations, presentations advertisements (oral or written), written materials, publications and electronic media produced with funds from this Contract and/or pertaining to an project include a funding acknowledgment statement.
1. The funding statement for all verbal or oral communication, both live and pre-recorded, must include the following:
    - a. This service/These services wouldn’t be available if it weren’t for the support of Alameda County Probation Department.
      - (1) “Alameda County Probation Department” cannot be abbreviated; the full name must be stated.
  2. The funding statement on written materials, publications, and electronic media must include:
    - a. The following statement: This work is supported by Alameda County Probation Department.
      - (1) “Alameda County Probation Department,” no abbreviations, the full name must be written out.
    - b. An approved ACPD logo.
    - c. The Contract number in square brackets.
  3. All written materials, publications, and electronic media, which include the funding statement and logo, must be submitted to ACPD for written approval of the name and logo prior to mass production and/or distribution.

Funding Statement Sample:



This work is supported by the Alameda County Probation Department, [Procurement Contract No. 27248].

## VII. Reporting Requirements

- A. **Enterprise Supervision Reporting:** Contractor must internally track, collect and maintain data relating to the Contract. Additionally, the Contractor must share data with ACPD by entering the data into Enterprise Supervision or other data system identified by ACPD.
1. **Service Status:** Contractor must submit and maintain data on all served clients through the Provider Portal, Enterprise Supervision. Contractor will use the portal to accept clients referred to the program, update status of each client, and provide the outcome of the services, for each client.
  2. **Client Data:** Client data must be uploaded into Enterprise Supervision and/or any other online data systems identified by ACPD within 72 hours of service delivery to prevent data loss. Data should be reported by client and date. All client and outcome data must be accessible and shared with ACPD minimally every 30-days
  3. **Adverse Events:** Contractor's representative at the facility must report in writing and within 24 hours—via both Enterprise Supervision and a separate email to the Unit ACPD—any adverse safety events, disciplinary actions or unplanned discharges. Reporting on adverse events must not be completed by Substance Use Clinical Staff.
- B. **Monthly Reports:** Monthly reports must be submitted with each monthly invoice by the 10th of the next month (or the next business day when the 10th is on a weekend or holiday). Each monthly report must include data for the previous month of service (for example the December 10th report should include November data) and must include, but not be limited to, each category below:
1. **Program Data:** No client identifying information should be submitted with this report, only aggregate data is required.
    - a. Total unduplicated clients served for the month
    - b. Cumulative total number of unduplicated active clients engaged in the program
    - c. Number of unduplicated clients receiving services
    - d. Number of occupied beds for the reporting period
    - e. Onsite programming, activities, and treatment offered, as well as number of individuals that attended each



- b. Number of clients receiving medication for this reporting period
- c. Number of clients who experienced overdoses (fatal/non-fatal) during the reporting period
- d. Number of clients referred to systems of care providers in Alameda County
- e. Number of clients who frequented known opioid or stimulant use or overdose hot spot locations
- f. Number of alcohol/drug tests administered
- g. Number of criminal justice events (e.g., arrest)
- h. Number of clients who left the program and reason (did not return to Recovery Connection and Housing Program, arrested, hospitalization, terminated for substance use, terminated for other reasons-specify)
- i. Pro-social events, program celebrations, engagement activities held, as well as number attended per each

C. **Quarterly Reports and Annual Report:** Contractor must have in place a system to collect and analyze performance measures, including goals and standards, and/or outcomes on a quarterly and annual basis. Contractor must provide the reports within 10 days from the end of the quarter based on a calendar year (April 10th, July 10th, October 10th, and January 10th). The annual report must be provided to ACPD no later than January 30th. Said progress reports must include, but are not limited to, the following:

1. Did the program reach its goals and objectives during the reporting period?
2. A description of Contractor's progress in providing services
3. A cumulative description of the work and services provided
4. Describe the major obstacles the program faced when providing treatment and recovery support services? (e.g., accessibility to medication, limited client participation, commitment, concerns about confidentiality)
5. A narrative of whether Contractor is or is not progressing satisfactorily in conducting and completing the services, including any explanatory, extenuating, or mitigating circumstances.

6. Specific description of quality assurance processes, results thereof, and any resulting recommendations or changes
7. To mitigate recidivism, substance use relapse and/or program termination, lists additional strategies used during the reporting period. (e.g. community diversion programs, victim services programs, family support, drug courts, child support services to discuss payment restructuring, etc.)
8. Occurrences when services had to be delivered remotely. Provide the justification, which services (group therapy, individual therapy, assessment, employment services) were conducted remotely, number of occurrences and time period of occurrence.
9. What trainings for Staff members were attended to enhance education related to substance use treatments? How many members attended. What was the length of the course?
10. How many staff members are trained on use of Naloxone (Narcan)?
11. Describe the impact the Recovery Connection and Housing Program program has had on clients (positive, negative, no measurable impact, not yet measured). Include specific data such as percentages and raw number increases or decreases in reducing the incidence of opioid or stimulant overdoses

**D. Release/Consent Information**

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

**E. Performance Measures**

1. Contractor will respond to 100% of client referrals within 48 hours in Enterprise

Supervision.

2. Contractor will assess 100% of clients for substance use and co-occurring disorders within 14 days of enrollment.
3. Contractor will develop a treatment plan for 100% of participating clients within 30 days of enrollment.
4. 100% of clients will receive individual, outpatient substance use treatment one time per week.
5. 100% of clients will receive group substance use therapy one time per week.
6. 100% of clients receiving MAT services at the time of referral or who have been identified as needing such services will be provided MAT services.
7. 100% of clients will receive individual mental health therapy one time per week.
8. 100% of participants will be provided with one-on-one case management services focusing on the areas of education, employment, housing, well-being, and permanent connections as identified in the client's treatment plan.
9. 100% of clients who have long-term care needs related to substance use disorders and/or co-occurring mental health needs will be connected to long-term community-based care upon exit from the program.
10. At least 60% of clients will successfully complete SUD outpatient treatment or step down to a lower level of care with satisfactory progress as outlined in the individualized treatment plan
11. 80% of participants will have identified a stable housing option upon exit from the Program including but not limited to the following: single site housing, individually renting or sharing housing with their name on the lease or living with a relative or other person with stable housing that is long-term (i.e., client can stay for at least 12 months)
12. At exit from the Program and aside from Program staff, 80% of participants will have identified at least one supporting peer who can assist the clients with work, school and or/ advice and support.
13. As a result of providing the Recovery Connection and Housing Program program, a measurable cost savings was achieved compared to the cost of providing

mental health treatment, substance use disorder treatment, and/or trauma centered services in jails and/or prisons.

**EXHIBIT B****PAYMENT TERMS**

1. The County will pay the Contractor for services in accordance with the scope of work in Exhibit A and the attached Program Budget, in accordance with the conditions set forth below.
2. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt, review, and approval of invoice with acceptable back-up documentation, including monthly reports as outlined in Exhibit A, Reporting Requirements (Item VII). Contractor shall provide additional backup documentation and other information and records as requested by the County.
3. Invoices shall be submitted, along with monthly reports by the 10<sup>th</sup> of each month (or the next business day when the 10<sup>th</sup> is on a weekend or holiday).
  - a. Invoices will be reviewed for accuracy and approval by the ACPD,
  - b. Invoices shall be submitted via ACPD's online Invoice Portal.
  - c. Invoice is the original copy with an original signature and date.
  - d. A pdf must be uploaded to the Invoice Portal.
  - e. Services have been provided during the term of the contract.
  - f. The service type provided, units, rates are consistent with, and comply with, the terms of the contract.
  - g. The amounts on the invoice are mathematically correct.
  - h. The cumulative payments do not exceed the contract maximum (in total or by a category).
4. Budget
  - a. Contractor shall use all payments solely in support of the program budget, set forth in the table below.

<b>Item No.</b>	<b>Budget Category</b>	<b>Not to Exceed (NTE) Cost</b>
1	Staffing/Personnel	\$230,856.75
2	Direct Costs	\$213,825.00
3	Indirect Costs	\$44,445.25
	<b>Total Contract Value</b>	<b>\$489,127.00</b>

- (1) Staffing/Personnel

The table below is the approximate/estimated staffing and associated costs necessary to provide program services pursuant to this Agreement, and Contractor shall not exceed these amounts without written approval by the County:

<b>Personnel Title/Role (Budget Line Item)</b>	<b>Number of Staff and/or FTE</b>	<b>NTE Cost</b>
Peer Case Manager	.25	\$40,251.75
Counselor	1	\$135,975.00
Fringe Benefits	31%	\$54,630.00
	<b>Total Personnel Cost</b>	<b>\$230,856.75</b>

(2) Direct Costs

The table below shall represent the approximate/estimated direct costs necessary to provide program services pursuant to this Agreement:

<b>Direct Cost (Budget Line Item) / Description</b>	<b>NTE Cost</b>
Client Housing	\$108,000
Staff Trainings	\$2,500
Communication	\$1,050
Supplies	\$10,500
Transportation	\$3,150
Support Services/Barrier Removal	\$25,000
Special Program/Client Outings	\$12,000
MAT/SUD Services (Not covered by other programs)	\$49,000
Drug testing	\$2,625
<b>Total Direct Cost</b>	<b>\$213,825</b>

(3) Indirect Costs

Budget Line Item / Description	NTE Annual Cost
<b>Indirect Costs:</b> Indirect costs shall not exceed 10% of the monthly invoiced total Program costs (i.e., personnel and direct costs)	\$44,445.25
<b>Total Contract Value</b>	<b>\$489,127</b>

- b. For any single item purchase for supplies, support services or special programs in the amount of \$500 or greater, Contractor shall obtain written approval from ACPD prior to purchase and invoicing.

5. Budget Modification

- a. All budget modifications require prior approval from APCD.
- b. Contractor shall request budget modifications and/or revisions to the budget using a Budget Modification Form to be provided by ACPD.
- c. A budget modification can be requested by category or by line item:
  - (1) Budget Category Adjustment involves transferring funds between existing budget sections (e.g., from *Staffing/Personnel* to *Direct Participant Financial Support*).
  - (2) A Line-Item Adjustment involves transferring funds between existing line items within a budget category (e.g., from *Employment and Education* to *Pro-social Activities*) or adding line items to a budget category (e.g., hiring a new position/role, relocation costs, etc.).
- d. Upon the County’s request, Contractor shall immediately provide any supporting documentation to support requested budget modification(s).
- e. Contractor will be notified of approval by receipt of the signed copy of the Budget Modification Form; no work associated with the budget modification may commence prior to approval.
- f. Budget Modifications shall be submitted at least 30 days in advance.

- 6. Total payment under the terms of this Agreement will not exceed the total amount of \$489,127. This cost includes all taxes and all other charges.

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





**EXHIBIT C**

**INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease

D	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of <b>both</b> CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <b>and</b> CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>– 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.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</li> <li>1. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</li> </ol>	



**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

CONTRACTOR: OPTIONS RECOVERY SERVICES

PRINCIPAL: Justin Phillips TITLE: Executive Director

SIGNATURE:  DATE: 6/9/2024



## EXHIBIT E

### ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

#### I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving 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, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in,

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public

Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

E. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).
  - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
  3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
- I. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
    - b. Meeting Contract performance requirements; or
    - c. At a reasonable price.
  2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.



3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- J. **Access to Records.**
1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
- K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards

including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**S. Prohibition on Contracting for Covered Telecommunications Equipment and Services.**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- b. By necessary implication and regulation, the prohibitions also do not apply to:

- (1) Covered telecommunications equipment or services that:

- (a) Are *not used* as a substantial or essential component of any system; and

- (b) Are *not used* as critical technology of any system.

- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about

mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

**T. License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

**U. Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

**II. Construction and Repair Work.** The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act.** For all prime construction contracts in excess of \$2,000 the following terms shall apply:

**A. Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

**B. Copeland “Anti-Kickback” Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



EXHIBIT E-1

**Certification for Contracts, Grants, Loans, and Cooperative Agreements  
CERTIFICATION REGARDING LOBBYING  
(APPENDIX A, 44 C.F.R. PART 18)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, OPTIONS RECOVERY SERVICES, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:  
Justin Phillips  
Signature of Contractor's Authorized Official

6/9/2024  
Date

Justin Phillips  
Name

Executive Director  
Title



**EXHIBIT F**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES FOR MEDICATION ASSISTED TREATMENT AND TRANSITIONAL HOUSING SERVICES FOR THE COMPREHENSIVE OPIOID, STIMULANT AND SUBSTANCE ABUSE SITE-BASED GRANT PROGRAM**

RESOLUTION NUMBER R-2024 \_\_\_\_\_

WHEREAS, the Board of Supervisors previously approved acceptance of the Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP) Grant (Award # 2020-AR-BX-0117) on December 8, 2020 (Item No. 31) in the amount of \$1,186,862 with supplemental funds of \$500,000 from AB 109 funding that aims to support the delivery of substance use treatment and medication assisted treatment services to Probation clients through a residential multi-service opportunity center (RMSOC); and

WHEREAS, the Board of Supervisors approved the purchase of Collins Drive RMSOC on April 28, 2020 (Item No. 28), a 30-bed site that provides transitional housing on-site case management, evidence-based reentry programming, and navigation services that are responsive to the client's mental health and/or substance abuse treatment needs; and

WHEREAS, the Alameda County Probation Department (ACPD) was unable to complete the purchase of the site at Collins Drive and received notification on June 21, 2022, that the Office of Justice Programs' Bureau of Justice Assistance (BJA) authorized a modification of the Collins Drive RMSOC plan to one proposed by the COSSAP Steering Committee that allows ACPD to still meet the goals and objectives of the original RMSOC; and

WHEREAS, ACPD executed a Standard Service Agreement with The Alliance for Community Wellness dba La Familia Counseling Service to provide a living environment where individuals are provided case management that will support their transition to self-sufficiency, while being provided access to substance use disorder treatment and medication-assisted treatment for the term of 10/01/2022 –9/30/2023 in the amount of \$1,686,862; and

WHEREAS, Substance Use and Medicated Assisted Treatment is Federally mandated per Grant Award # 2020-AR-BX-0117, the Alameda County General Services Agency issued a Finding of Non-Competition – Sole Source # 8646 on October 20, 2022, with The Alliance for Community Wellness dba La Familia Counseling Service as the provider for this service; and

WHEREAS, La Familia Counseling Service provided notification that it would not agree to a contract extension for an additional year of services after 9/30/2023; and

WHEREAS, ACPD and La Familia Counseling Service executed a First Amendment for a short-term contract extension through December 31, 2023 to allow for closeout; and

WHEREAS, ACPD received approval from BJA for a scope change and financial grant administrative modification naming Options Recovery Services as the new provider and authorizing the unspent grant funds from the previous contract with La Familia Counseling Services of to be paid to the new provider; and

WHEREAS, ACPD seeks to enter into a contract with Options Recovery Services for its recovery connection and transitional housing program services, with the contract term will be July 1, 2024 through September 30, 2025, in the amount of \$489,127; and

WHEREAS, Alameda County Administrative Code sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids except in unusual cases where Board of Supervisors ("Board") has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the Board has determined that Options Recovery Services has the required expertise in understanding the specific needs of the Alameda County Probation Department Adult Field Services and the specific requirements of the Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Grant and

WHEREAS, the Board of Supervisors has determined that following the County's standard bid solicitation process would not serve the public interest by requiring a bid solicitation process in this situation;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to 4.12.020 for the solicitation of bids are hereby waived for the selection of Options Recovery Service.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on this date, \_\_\_\_\_,  
2024 by the following called vote:

AYES:

NOES:


EXCUSED:

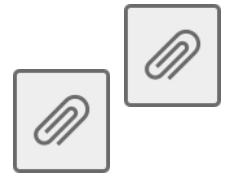
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President of the Board of Supervisors  
County of Alameda, State of California

ATTEST:  
Clerk of the Board of Supervisors  
County of Alameda

Approved as to Form:  
DONNA R. ZIEGLER, COUNTY COUNSEL

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



# Alameda County Auditor-Controller Agency, Office of Contract Compliance & Reporting (OCCR) FEDERAL GRANT FUNDS SMALL LOCAL EMERGING BUSINESS (SLEB) WAIVER REQUEST

REQUIRED TO SOLICIT BIDS/PROPOSALS AND AWARD/AMEND CONTRACTS THAT INCLUDE FEDERAL GRANT FUNDS THAT PROHIBIT GEOGRAPHICAL PREFERENCES

- Solicit Bids                     
  Award Contract/Issue PO                     
  Renew/Amend Contract

### Instructions for Departments:

- Preparer:** Review/complete Sections A – C below and upload required supporting documents. Upon completion, click "Finish." DocuSign will automatically route this Federal Grant Funds SLEB Waiver Request via email for review and electronic signature as needed.
- Approver:** Please review, electronically sign, and click "Finish." DocuSign will automatically route the Waiver Request to OCCR.
- OCCR may contact requesting departments for additional documentation as needed.
- See Page 3 for additional information and instructions following the Waiver being approved or denied by OCCR.

### A. Complete items 1-5.

- Requesting Department Name: Probation Request Date: 5/29/2024  
 Contact First / Last Name: Deborah Anderson QIC: 22801  
 Email Address: danderso@acgov.org Phone #: 5102682669  
 Procurement Description: Behavioral Health MAT Services & Transitional Housing - COSSAP Grant
- Catalog of Federal Domestic Assistance (CFDA) Number (Contact OCCR for assistance if needed): 16.838
- Code of Federal Regulations (CFR) Name/Number (Contact OCCR for assistance if needed): 2 CFR Part 200
- State Regulation Name/Number (as applicable): N/A
- Previously approved 110-17 Waiver numbers as applicable for reference (supporting documents, etc.): 2190-A

### B. Check the applicable boxes below to indicate the required supporting documents and click the paperclip icon in the upper right hand corner to upload them.

- Board letter(s) approving acceptance and/or expenditure, as needed, of grant funds for the procurement described above.
- Federal Regulation (CFDA, CFR, etc.) section that specifically prohibits geographical preferences.
- Sub grant documents if the Federal grant funds are sub granted or passed through the State to the County where State law prohibits geographical preferences.
- Previously approved 110-17 Waivers for this procurement to solicit bids and/or to award a contract/issue PO or to renew/amend contract.

**C. Complete information in applicable box (1, 2, or 3) below for this Waiver Request:**

<p><b>1. <input type="checkbox"/> Solicit Bids</b></p> <p>Please Note:</p> <p>If approved, use of County Counsel approved modified SLEB Provisions is required.</p> <hr/> <p><b>Authorized Approver Signature</b> _____ <b>Date</b> _____</p> <hr style="border-top: 1px dashed red;"/> <p><b>OCCR Approval:</b></p> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>_____ OCCR Signature</p> <p>Waiver Expiration Date _____</p> <p>Federal Grant Funds SLEB Waiver <span style="border: 1px solid black; padding: 2px 10px;"><b>#F</b></span></p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p><b>2. <input checked="" type="checkbox"/> Award Contract/Issue PO</b></p> <p>A. Contractor Name/City: <u>Options Recovery Services</u> <u>Berkeley, CA</u></p> <p>B. Total Contract Value: \$ <u>489127</u></p> <p>C. Contract Start Date: <u>07/01/2024</u></p> <p>D. Contract End Date: <u>09/30/2025</u></p> <p>E. Procurement Contract #: <u>27248</u></p> <p>DocuSigned by: <i>Deborah Anderson</i> 5/29/2024 <small>3EE7B045DEBE493...</small></p> <hr/> <p><b>Authorized Approver Signature</b> _____ <b>Date</b> _____</p> <hr style="border-top: 1px dashed red;"/> <p><b>OCCR Approval:</b></p> <p><input checked="" type="checkbox"/> Request approved by OCCR Date: <u>6/5/2024</u></p> <p>DocuSigned by: <i>Lera Lee</i> <small>B7274B7BD648495...</small></p> <p>_____ OCCR Signature</p> <p>Waiver Expiration Date <u>09/30/2025</u></p> <p>Federal Grant Funds SLEB Waiver <span style="border: 1px solid black; padding: 2px 10px;"><b>#F</b> 2490</span></p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p><b>3. <input type="checkbox"/> Renew/Amend Contract</b></p> <p>A. Amended Contract End Date: _____</p> <p>B. Increase Amount: \$ _____</p> <p>C. Total Amended Amount: \$ _____</p> <p>D. Procurement Contract #: _____</p> <hr/> <p><b>Authorized Approver Signature</b> _____ <b>Date</b> _____</p> <hr style="border-top: 1px dashed red;"/> <p><b>OCCR Approval:</b></p> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>_____ OCCR Signature</p> <p>Waiver Expiration Date _____</p> <p>Federal Grant Funds SLEB Waiver <span style="border: 1px solid black; padding: 2px 10px;"><b>#F</b></span></p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>
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For OCCR use only (as applicable): See Waiver #F \_\_\_\_\_ for supporting documentation

Notes:

**Additional Information/Instructions:**

Please note the following:

1. Upon OCCR approval, a Federal Grant Funds SLEB Waiver number will be entered in the appropriate item C box and the Waiver Request will be automatically emailed via DocuSign to the Preparer/Requester and Approver.
2. Denied Waiver Requests will indicate the reason for denial and automatically be emailed via DocuSign to the Preparer/Requester and Approver.
3. Departments must
  - a) Include a copy of the approved DocuSign Form 110-17 when requesting contracting opportunities to be advertised by GSA. This authorizes and directs GSA to remove SLEB and Local provisions from bid and contract documents in accordance with County Counsel direction.
  - b) Upload a copy of the approved DocuSign Form 110-17 to the Alcolink Requisition when requesting Purchase Orders to be issued or a Procurement Contract to be approved/amended.
  - c) Enter the approved Federal Funds SLEB Waiver number in Alcolink Procurement Contract module, Sub-Contractor Compliance page.
  - d) Maintain copies of pertinent approved DocuSign Form 110-17s with contract documents and ensure the copies are uploaded and available to the Alcolink Procurement Contract file for audit purposes.
4. All other County procurement policies and procedures remain the same (i.e. competitive bidding, sole source, Board approval, etc.).
5. Please see the [Federal Grant Funds SLEB Waiver Procedure](#) in the Document Center for additional information or contact [OCCR](#).