



Agenda Date: July 29, 2014

ALAMEDA COUNTY PROBATION DEPARTMENT

July 3, 2014

LADONNA M. HARRIS
Chief Probation Officer

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

SUBJECT: APPROVE A CONTRACT WITH POSITIVE COMMUNICATION PRACTICES, LLC

Dear Board Members:

RECOMMENDATIONS:

- Approve Contract No. 10537 with Positive Communication Practices, LLC (Principal: Kelvin Potts, Oakland, CA) in the amount of \$50,000.00 to provide the Rites of Passage Program for youth in the Juvenile Hall maximum security units for the period 08/01/2014 through 06/30/2015.
- Approve delegation of authority to the Chief Probation Officer or designee, upon approval and review of County Counsel, to sign, execute and amend the contract within the limits of the funding allocation. This delegation of authority will expire on 06/30/2015.

SUMMARY AND DISCUSSION:

In April 2014 GSA Purchasing approved Purchase Order No. 2947 in the amount of \$19,995.00 for Positive Communication Practices, LLC (PCP), a certified SLEB, to begin the Rites of Passage Program (ROP) for detained youth in maximum security units for the Alameda County Probation Department (ACPD) at the Juvenile Hall from April 2014 through June 2014.

PCP offers experience, skill and knowledge in urban male content expertise, male healing circles and group facilitation through ROP. The program enlists assessment driven services. Working with staff, clients and other service providers, it uses models for anger management, domestic violence education, violence prevention and cognitive behavioral therapy. In addition, the program provides curriculums on Positive Youth Development and "The Oakland Men's Project." This is a unique combination of vocational rehabilitation services and expertise in social awareness and life skills development.

ACPD recognizes the success of the ROP program and the need to continue to provide these rehabilitative services to both incarcerated youth and ROP graduates. The Department proposes to enter into a contract with PCP in the additional amount of \$50,000.00 for the period August 1, 2014 through June 30, 2015.

SELECTION CRITERIA:

PCP is a SLEB vendor selected through an RFP process to provide rehabilitative services to incarcerated youth for FY 14/15. Eight vendors, both SLEB and non SLEB were invited to submit proposals for this program. Three SLEB vendors responded to the RFP including PCP. Each was then evaluated on their ability to provide the quality and level of services needed for incarcerated youth in Maximum Security Units. In addition to providing a superior level of experience in this area, PCP offered the lowest quote.

FINANCING:

There is NO increase in NET COUNTY COST. Funding for this contract is included in the FY 2014-2015 Adopted Budget in Fund 10000 Dept. 250400.

Respectfully submitted,



LaDonna M. Harris
Chief Probation Officer

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of August 1, 2014, is by and between the County of Alameda, hereinafter referred to as the "County", and Positive Communication Practices, LLC, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Rite of Passage Program education and consulting services which are more fully described in Exhibit A hereto ("Definition of Services"); and

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

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

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

The term of this Agreement shall be from August 1, 2014 through June 30, 2015.

The compensation payable to Contractor hereunder shall not exceed Fifty Thousand Dollars (\$50,000.00) for the term of this Agreement.

C-10537

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

COUNTY OF ALAMEDA

POSITIVE COMMUNICATION PRACTICES, LLC

By: 
Signature

By: 
Signature

Name LaDonna M. Harris
(Printed)

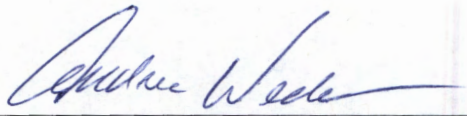
Name: Kelvin Potts
(Printed)

Title: Chief Probation Officer

Title: Principal

Date: 8/5/2014

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

By: 
Andrea L. Weddle
Assistant County Counsel

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

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

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

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

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Probation Department
400 Broadway, Oakland, CA 94607
Attn.: LaDonna M. Harris

To Contractor: POSITIVE COMMUNICATION PRACTICES, LLC
2627 57TH Avenue
Oakland, CA 94605
Attn.: Kelvin Potts

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 Rites of Passage education and consulting Services shall not exceed \$50,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

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

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

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business (es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

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

incurred in relationship with County's defense and/or settlement of such proceeding.

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

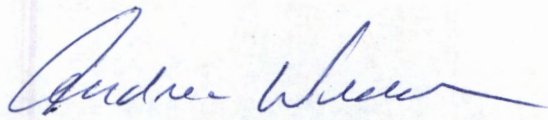
[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Instructions:

- Delete #22, General Terms and Conditions – does not apply.

County Counsel Signature: _____

A handwritten signature in blue ink, appearing to read "Andrew Wheeler", is written over a light blue rectangular background. The signature is positioned above a horizontal line that serves as a signature line.

POSITIVE COMMUNICATION PRACTICES

EXHIBIT A

DEFINITION OF SERVICES

Contract Term: August 1, 2014 – June 30, 2015

1. Contracted Services:

Contractor will provide the Juvenile Hall Rites of Passage Program (ROP) to serve male youth detained at the Alameda County Juvenile Hall maximum security units. The program will consist of six (6), 12-week, one and one half hour sessions each week.

ROP "Graduate" Leadership and Skill Building services will be provided to previous ROP graduates once a week in a one and one half hour session. Eleven (11) month follow-up will be conducted for all ROP Graduates.

Contractor will coordinate with Probation and/or other providers both within and outside of the Juvenile Hall to provide relevant and appropriate services for the youth detained.

The Program will enlist a multidisciplinary, diverse team of skilled staff to provide assessment-driven services to youth based upon informed-based evidence programs that include but are not limited to:

- Male socialization
- Communication skills
- Violence prevention strategies
- Health education knowledge and skills
- Access to health and related family strengthening services after graduation from ROP and within and outside Juvenile Hall

2. Deliverables:

Contractor shall provide documentation of the following services/deliverables:

- A. Youth actively participated in ROP program while at Juvenile Hall in maximum security units (currently Unit 2 and Unit 4).
- B. ROP will work with Probation staff to reduce any "new" infractions by participating ROP youth.
- C. ROP will work with Probation staff to reduce problem behaviors and problem communication styles by participating in ROP youth.
- D. ROP will develop integrative work teams with Probation staff assigned to maximum security units (currently Unit 2 and Unit 4) to promote staff education and support.
- E. Contractor shall attend and participate in relevant meetings conducted by the ACPD to promote communication, coordination and continuous quality improvement with ACPD and other service providers.
- F. Monthly reports will be submitted to ACPD, which will include and will not be limited to:
 - i. Progress/status and participation related outcomes of two, 12-week ROP sessions
 - ii. Ongoing contact with Probation staff
 - iii. Pre-tests and post-tests will be conducted
 - iv. Data from pre- and post- tests and relevant sources will be reported
 - v. ROP Graduate Leadership and Skill Building session once a week
 - vi. 11 month follow-up with ROP Graduates

3. Contractor shall abide by all provisions of this Agreement, all Exhibits and all Attachments that are associated with and included in this contract.
4. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement
5. Contractor Security and Facility Access: Contractor and its staff, employees, agents and officials shall at all times comply with Probation Department rules, policies and procedures, as they exist and as they may be amended. All Contractor staff, employees, agents and officials who enter Probation facilities or work directly with youth under Probation's custody and control shall be subject to a background and criminal records screening. Probation, in its sole discretion and without cause, shall have the right to deny access to any Probation facility or participation in any Probation program to any Contractor staff, employees, agents or officials.

POSITIVE COMMUNICATION PRACTICES

EXHIBIT B PAYMENT TERMS

Contract Term: August 1, 2014 - June 30, 2015

1. Budget Summary & Detail

Contractor shall use all payments solely in support of the program budget set forth as follows with budget details in Exhibit B1:

ITEM	UNIT COST	ACPD COST
Personnel	\$38,500.00	\$38,500.00
Other Direct Costs	\$6,100.00	\$6,100.00
Guest Speakers	\$1,300.00	\$1,300.00
Indirect Costs	\$4,100.00	\$4,100.00
Total		\$50,000.00

2. Terms & Conditions of Payments

a. Payments:

- i. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$50,000.00**. Funds shall be used solely for Rite of Passage services. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior approval from the ACPD Contract Liaison.

ACPD shall pay contractor in 11 equal payments of \$4,545.46, which total \$50,000.00. Contractor shall invoice ACPD monthly for each payment for acceptable deliverables as described in Paragraph 2 of Exhibit A

- b. County shall process invoice submitted for reimbursement by Contractor within fifteen (15) working days from receipt of acceptable invoice provided quarterly reports have been provided and approved.

Invoicing Procedures: Invoices will be approved by the Alameda County Probation Department through the Professional Standards Unit Supervisor or a higher officer.

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

Alameda County Probation Department
ATTN: Accounts Payable, Adm/Financial Services
400 Broadway
Oakland, CA 94607

Invoices may also be submitted electronically to: Probfiscalinvoice@acgov.org

**EXHIBIT B-1
BUDGET DETAIL**

Positive Communication Practices					
Fiscal Year - August 1, 2014-June 30, 2015					
Rites of Passage Program					
			ALAMEDA COUNTY PROBITION	OTHER FUNDING SOURCES	TOTAL PROJECT BUDGET
I. Direct Costs					
A. Personnel					
Lead Agency Positions	Annual Salary	%FTE on Projects			
Program Director	\$ 45,000.00	50%	\$ 12,500.00	\$ 10,000.00	\$ 22,500.00
Lead Facilitator	\$ 38,000.00	35%	\$ 10,000.00	\$ 3,300.00	\$ 13,500.00
Co-Facilitator	\$ 30,000.00	75%	\$ 16,000.00	\$ 6,500.00	\$ 22,500.00
Subtotal			\$ 38,500.00	\$ 19,800.00	\$ 58,500.00
Fringe Benefits & Rate	rate:	0%			
SUBTOTAL			\$ 38,500.00	\$ 19,800.00	\$ 58,500.00
B. OTHER DIRECT COSTS					
Duplicating/Copying			\$ 100	\$ 700	\$ 800
Program Materials and Supplies			\$ 500	\$ 1,000	\$ 1,500
Telephone/Internet/Communications			\$ 500	\$ 1,000	\$ 1,500
Consumable Supplies			\$ 5,000	\$ 5,000	\$ 10,000
SUBTOTAL			\$ 6,100	\$ 7,700	\$ 13,800
C. Guest Speakers					
	Amount	# of Speakers		Other Funding Sources	
Guest Speakers	\$ 250	6	\$ 1,300	\$ 300	\$ 1,500
SUBTOTAL			\$ 1,300	\$ 300	\$ 1,500
TOTAL DIRECT COSTS			\$ 45,900	\$ 27,800	\$ 73,600
II. INDIRECT CPSTS					
Indirect cost 9%			\$ 4,100.00	\$ 490.00	\$ 4,590.00
GRAND TOTAL			\$ 50,000.00	\$ 28,290.00	\$ 78,190.00

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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



Certificate of Commercial General Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Positive Communication Practices		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1422482-CGL-14		
Type of Coverage:	Occurrence		
Policy Effective Date:	February 07, 2014	Policy Expiration Date:	February 07, 2015

Limits of Insurance

Each Occurrence:	\$ 1,000,000		
Damage to Premises Rented to You:	\$ 100,000	Any one premises	
Medical Expense:	\$ 5,000	Any one person	
Personal & Advertising Injury:	\$ 1,000,000		
General Aggregate:	\$ 2,000,000		
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit		
General Aggregate Limit applies per:	Policy		

Description of Endorsements/Special Provisions

Not applicable

Authorized Representative

July 23, 2014

Date



Certificate of Commercial General Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Positive Communication Practices		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1422482-CGL-14		
Type of Coverage:	Occurrence		
Policy Effective Date:	February 07, 2014	Policy Expiration Date:	February 07, 2015

Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

Description of Endorsements/Special Provisions

Not applicable

Additional Insured Status

Certificate holder maintains Additional Insured Status if this boxed checked.

This certificate does not grant any coverage or rights to the certificate holder. If this certificate indicates that the certificate holder is an additional insured, the policy(ies) must either be endorsed or contain spe-cific language providing the certificate holder with additional insured status. The certificate holder is an additional insured only to the extent indicated in such policy language or endorsement.

Cancellation

In the event of cancellation of any policy described above, the insurer will attempt to mail 10 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.



HISCOX INSURANCE COMPANY INC. (A Stock Company)

233 North Michigan Avenue, Suite 1840 Chicago Illinois 60601

County of Alameda, its board of supervisors, the individuals
members there of and all county officer

Certificate Holder

July 23, 2014

Date

Authorized Representative

July 23, 2014

Date



Hiscox Insurance Company Inc.

Policy Number: UDC-1422482-CGL-14
Named Insured: Positive Communication Practices
Endorsement Number: 16
Endorsement Effective: February 07, 2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
County of Alameda, its board of supervisors, the individuals members there of and all county officers, agents, employees and representatives each while acting under the direction of County of Alameda 125 12th St Oakland, CA 94607-4912

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221

Auto Liability Insurance Identification Card(s)



KELVIN POTTS
2627 57TH AVE
OAKLAND CA 94605-1042

Policy No. CAAS200190606
Policy base year 2012
Policy effective date 03-15-2014

Please keep this evidence of liability insurance in your vehicle with your registration. A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation.

Reg. 890A (Rev. 5/97)



CALIFORNIA EVIDENCE OF LIABILITY INSURANCE

DO NOT FOLD OR STAPLE – SUBMIT ORIGINAL TO DMV

This insurance complies with CVC §16056 or §16500.5

Paul D. Denny *Michael J. Zuber*
ATTORNEYS IN FACT

NAME: **KELVIN POTTS** VEHICLE IDENTIFICATION NUMBER (VIN): **2C3CCAAG5CH142354** MAKE: **CHRYSLER** MODEL YEAR: **2012**

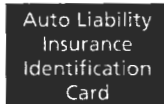
POLICY NUMBER: **CAAS200190606** POLICY EFFECTIVE DATE: **03-15-2014** POLICY EXPIRATION DATE: **03-15-2015** INSURANCE COMPANY NAME: **CSAA Insurance Exchange**

INSURANCE COMPANY ADDRESS: **P.O. BOX 22221** CITY: **Oakland** STATE: **CA** ZIP CODE: **94623-2221** NAIC NUMBER: **15539**

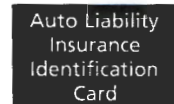
Vehicle Make: **CHRYSLER**
Model Year: **2012**
Vehicle Identification No. **2C3CCAAG5CH142354**



CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221



CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221



Insured: **KELVIN POTTS**

Insured: **KELVIN POTTS**

Policy Number: **CAAS200190606**

Policy Number: **CAAS200190606**

Eff. Date: **03-15-2014**

Exp. Date: **03-15-2015**

Eff. Date: **03-15-2014**

Exp. Date: **03-15-2015**

Vehicle Make: **CHRYSLER**

Model Year: **2012**

Vehicle Make: **CHRYSLER**

Model Year: **2012**

VIN: **2C3CCAAG5CH142354**

VIN: **2C3CCAAG5CH142354**

For policy changes or to report a claim, call (800) 922-8228.

For policy changes or to report a claim, call (800) 922-8228.



CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221

Auto Liability Insurance Identification Card(s)



KELVIN POTTS
2627 57TH AVE
OAKLAND CA 94605-1042

Policy No. CAAS200190606
Policy base year 2012
Policy effective date 03-15-2014

Please keep this evidence of liability insurance in your vehicle with your registration. A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation.

Reg. 890A (Rev. 5/97)



CALIFORNIA EVIDENCE OF LIABILITY INSURANCE

DO NOT FOLD OR STAPLE – SUBMIT ORIGINAL TO DMV

This insurance complies with CVC §16056 or §16500.5

Paul F. Deery *Michael J. Zuber*
ATTORNEYS IN FACT

NAME: **KELVIN POTTS** VEHICLE IDENTIFICATION NUMBER (VIN): **1FTJE34L6VHA28714** MAKE: **FORD** MODEL YEAR: **1997**

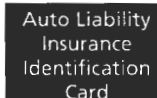
POLICY NUMBER: **CAAS200190606** POLICY EFFECTIVE DATE: **03-15-2014** POLICY EXPIRATION DATE: **03-15-2015** INSURANCE COMPANY NAME: **CSAA Insurance Exchange**

INSURANCE COMPANY ADDRESS: **P.O. Box 22221** CITY: **Oakland** STATE: **CA** ZIP CODE: **94623-2221** NAIC NUMBER: **15539**

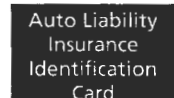
Vehicle Make: **FORD**
Model Year: **1997**
Vehicle Identification No. **1FTJE34L6VHA28714**



CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221



CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221



Insured: **KELVIN POTTS**

Insured: **KELVIN POTTS**

Policy Number: **CAAS200190606**

Policy Number: **CAAS200190606**

Eff. Date: **03-15-2014**

Exp. Date: **03-15-2015**

Eff. Date: **03-15-2014**

Exp. Date: **03-15-2015**

Vehicle Make: **FORD**

Model Year: **1997**

Vehicle Make: **FORD**

Model Year: **1997**

VIN: **1FTJE34L6VHA28714**

VIN: **1FTJE34L6VHA28714**

For policy changes or to report a claim, call (800) 922-8228.

For policy changes or to report a claim, call (800) 922-8228.

County of Alameda
Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
 Fax or QIC to: Risk Management Unit
 Fax 272-6815 or 2-6815 / QIC 28505

Attn.: Contract Review: Karen Caoile Phone: (510) 272-3871
 (Sr. Risk & Insurance Analyst)

Fax Back to:	Name: <u>Tamarra Brown</u>	Dept.: <u>Probation</u>
	Phone: <u>(510) 208-1028</u>	QIC: <u>22801</u> Fax: <u>(510) 251-2054</u>

Date of Request: 07/03/14 Amount of Contract: \$50,000.00 Term of Contract: 08/01/14 to 06/30/15
 Name of Contractor: Positive Communication Practices

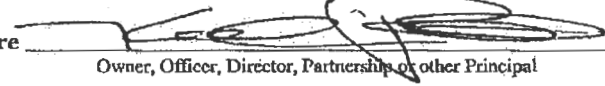
1. What do you want to waive or change (W=waive and C=change)?
- a) Coverage (s): General Liability Auto Liability Professional Liability Workers' Comp
 Other Required Coverages: _____
- b) Change in Limits: General Liability: From \$1,000,000 to \$_____ per occurrence
 Auto Liability: From \$1,000,000 to \$_____ per occurrence
 Professional Liability: From \$1,000,000 to \$_____ per claim
 Other Coverage Limits: _____

- c) Reason: I have no employees
2. Request for Time Waiver: Coverage(s) GL-addl insured List # of days requested 14 days
 (This allows Contractor time to bind the insurance before the Contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign this declaration:
Declaration:

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

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

Signature  Date 7/10/2014
 Owner, Officer, Director, Partnership or other Principal
Kelvin Potts CEO / Founder
 Print/Type Name Title

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

This Section to be completed by Risk Management

Identify Risk to County: _____
 ind time waiver Waiver: Granted Denied Change: Granted Denied

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

Authorized Signature: Karen Caoile Date: 7/15/14
 Rev: 01/2008

DEBARMENT AND SUSPENSION CERTIFICATION

COUNTY OF ALAMEDA

For Procurements over \$25,000

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

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

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

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

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

BIDDER: Positive Communication Practices

PRINCIPAL: Kelvin Potts TITLE: CEO / Director

SIGNATURE:  DATE: June 9, 2014

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

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

CONTRACTOR NAME: Positive Communication Practices, LLC DEPT #:

TITLE/SERVICE: Rites of Passage Program

DEPT. CONTACT: Esa Ehmen-Krause PHONE: 510-481-4127

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? () (X)

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? () (X)

3. If the answer to BOTH questions is YES, provide the employer ID number here: _____
No other questions need to be answered. Withholding is not required.

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

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

II. RELATIONSHIP OF THE PARTIES YES NO

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

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

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

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

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

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

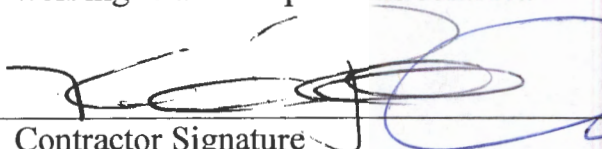
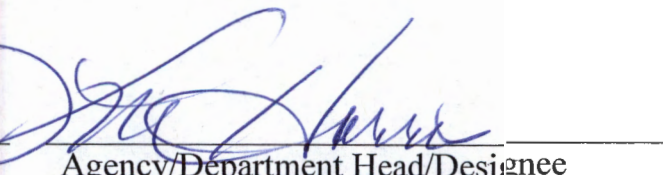
IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

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

CERTIFICATIONS:

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

Contractor Signature Agency/Department Head/Designee Signature

Kelvin Potts
Printed Name

LaDonna M. Harris
Printed Name

8/5/2014
Date

08/05/14
Date