

APPROVED

BOARD OF SUPERVISORS

MURISO#2016-0401
JUN 08 2016

By Florence Evans
Clerk of the Board

**COUNTY OF SACRAMENTO
CALIFORNIA**

4

For the Agenda of:
June 8, 2016

To: Board of Supervisors

From: County Executive's Office

Subject: Authorization To Execute Two Contracts For \$47,500 Each And One Contract For \$23,750 For Recidivism Reduction Services

Supervisorial
District(s): All

Contact: Catherine York, CEO Management Analyst II, 874-1638

Overview

The Board of State and Community Corrections (BSCC) awarded \$125,000 in 2015-16 Community Recidivism Reduction grant funding to Sacramento County in conjunction with the Community Corrections Partnership (CCP). This is a request for authorization to execute two contracts for \$47,500 each and one contract for \$23,750 for a total of \$118,750 in Community Recidivism Reduction services. The county will receive 5% of the total funding for the payment of administrative costs, not to exceed \$6,250.

Recommendation

Adopt the attached Resolution authorizing the Chief Probation Officer, or his designee to execute three contracts (commencing July 1, 2016 and ending June 30, 2018) with three different organizations in the amount of \$47,500 each for Community Against Sexual Harm (CASH) and Saint John's Program for Real Change and in the amount of \$23,750 for PES-ebs.Inc.

Measures/Evaluation

The county will collect data and outcome measures periodically, as determined by the BSCC. These reports will be provided to the BSCC per California Penal Code Section 1233.10 (a).

Fiscal Impact

The total funding award of \$125,000 includes a 5% administration fee for the county, with the remainder awarded to the selected organizations. There is no match requirement for this grant funding. Administrative fee funding for the county will be used by Probation to administer the program, to include devising a tracking mechanism to measure service delivery and program outcomes and report them to the BSCC. The Probation Department has budgeted \$107,500 of this funding for Fiscal Year 2016-17 and will include the remaining funds in their Fiscal Year 2017-18 Budget.

BACKGROUND

The Budget Act of 2015 (FY 2015-16) allocates \$4 million to the Board of State and Community Corrections (BSCC) for the Community Recidivism Reduction Grants described in Penal Code section 1233.10. This money is an addition to the \$8 million provided in the Budget Act of 2014 (FY 2014-15). Any county interested in receiving a portion of this additional \$4 million must notify the BSCC by September 30, 2015 by means of a letter of interest. This opportunity was made available to any county, including counties who chose not to participate in the FY 14-15 grant program.

California Penal Code Section 1233.10(a) states that upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county Board of Supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services.

DISCUSSION:

On September 22, 2015, the Board voted to accept \$125,000 in FY 2015-16 Community Recidivism Reduction Grant Funding from the Board of State and Community Corrections (BSCC). On December 4, 2015, a Request for Proposal (RFP) was released to the general public. The 2015-16 Community Recidivism Reduction Services RFP contained specific policy decisions approved by the CCP on October 1, 2015. These policy decisions defined goals and priorities, established a proposal funding ceiling, and outlined funding criteria.

Overall Goals and Objectives

- Reduce the recidivism rates of the offending population;
- Reduce County custody and community supervision populations through limiting recidivism;
- Increase the use of community services;
- Reduce the cost of recidivism activities;
- Reduce violence and drug use among the targeted population; and
- Improve relationships and quality of life.

Proposal Funding Limit

Legislation limits grants to a \$50,000 maximum award cap for each recipient. A total of \$125,000 was available for community recidivism reduction service providers. The maximum amount applicants could request under the terms of the RFP was \$50,000, minus 5% budgeted to the County for administrative costs (\$47,500). The minimum amount an applicant could request under the terms of the RFP was \$25,000, minus 5% budgeted to the County for administrative costs (\$23,750).

Applicants were not guaranteed the requested amount; the actual amount received would correlate to how well the applicant met the proposed funding criteria.

Funding Criteria

In addition to the overall proposal score and the quality of the program proposed, supplementary criteria was developed to determine the level of funding awarded to each program. Priority was to be given to those proposals that:

- Include services for juvenile populations at risk of entering the adult criminal justice system;
- Have demonstrated sustainability. While the grant dollars are one-time, it is preferred the proposing entity be able to demonstrate their program will be ongoing in nature;
- Leverage other funding sources to maximize impact for targeted county residents;
- Make maximum use of local resources including in-kind support, volunteers, and public facilities;
- Are cost-effective as calculated by unit cost;
- Demonstrate the organizational ability and experience of staff to respond to, implement and manage the specific requirements of this RFP;
- Include publicizing and encouraging the use of recidivism reduction services; and
- Are outcome based and have an evaluation method for determining effectiveness of services.

Applicants

Four organizations submitted applications for consideration:

- Community Against Sexual Harm (CASH)
- Saint John's Program for Real Change Strategies For Change
- PES-ebs.Inc. (a wholly owned subsidiary of Pacific Educational Services, Inc.)
- Ascend Program, Inc.

Evaluation Committee

An evaluation Committee was convened to evaluate all proposals. The committee consisted of representatives from:

- Sacramento County Probation Department
- Sacramento County Executive's Office
- Sacramento County District Attorney's Office
- Sacramento County Public Defender's Office

On January 7, 2016, the committee was oriented to the BSCC program and how to apply the rating tool to score the proposals, and given the proposals to rate and score. After the January 15, 2016 proposal submission deadline, proposals were delivered to representatives on the evaluation committee. Proposals were scored on an individual basis. The evaluation committee reviewed the proposals based on the policies adopted by the CCP including such factors as the quality of the proposed program, the specific funding criteria, and the total funding available. The committee submitted their scores by January 22, 2016. The total number of points possible was 1,240. Based on evaluation committee scores, the notice of proposed award recipients was posted January 25, 2016 through January 29, 2016. The following table shows the ranking for each of the organizations. See Attachment A for a more detailed list of scores.

Ranking – Recidivism Reduction Services:

Rank	Agency	TOTAL SCORE
1	Community Against Sexual Harm (CASH)	1,147
2	Saint John’s Program for Real Change Strategies For Change (Saint John’s)	1,134
3	PES-ebs.Inc. (PES)	983
4	Ascend Program, Inc. (Ascend)	923

Four applicants, CASH, Saint John’s, PES and Ascend, all filed timely submissions. Pursuant to the timeline and the terms of the RFP, based on the evaluation committee scores, the Notice of Proposed Awards were released on January 25, 2016. The proposed awards were available to be reviewed by the applicants until close of business on January 29, 2016. The RFP established the manner to make a protest was to submit a written letter explaining the grounds for the protest. Any letter of protest was to be addressed to the “CCP Analyst, 700 H Street, Suite 7650, Sacramento, CA 95814.” The RFP further stated that “any award protest that is not submitted in accordance with the provisions of this section will not be considered.” The deadline set forth in the RFP for a protest of the proposed awards was set at 3:00 p.m. on January 29, 2016. As of close of business on January 29, 2016, no protests were received by the County regarding the proposed awards. The RFP also established that the CCP was to consider results of the scoring during their meeting on February 4, 2016 and make a recommendation to the County Board of Supervisors regarding the grant funding awards.

Protest

On February 3, 2016, the CCP Chair, Chief Lee Seale received an email from Christine Morse, one of the founders of the Ascend Program. In this e-mail, Ms. Morse explained she had just seen the results of the “recidivism grant process.” Ms. Morse further stated she had concerns regarding the selection process because of the possibility a biased party may have been part of the review process for RFP submissions.

At the CCP meeting of February 4, 2016 it was brought to the Partnerships attention that a challenge had been received. The body voted to continue the matter to April 7, 2016 so that staff could investigate the challenge. That same day, staff sent an email notification to every applicant alerting them to the fact a challenge had been made to the award and that the CCP had delayed taking action until this protest could be investigated. An additional e-mail notification was sent to every applicant on February 9, 2016. This second notification explained that a challenge had been raised by one of the applicants regarding the impartiality of the panel that reviewed the RFP submissions.

Objective facts were found based on interviews and document reviews. These facts are:

- 1) The 2015-16 BSCC Community Recidivism Reduction Grant RFP set forth the format and timeline for a protest.
- 2) The challenge from Ascend was not submitted timely pursuant to the terms of the 2015-16 RFP.
- 3) The challenge to the award from Ascend was not in the format prescribed by the 2015-16 RFP.
- 4) The 2015-16 RFP unequivocally states that failure to follow the process laid out in the RFP will result in the protest not being considered.
- 5) Proposal submissions in January 2015 for the 2014-15 RFP and in January 2016 for the 2015-16 RFP were reviewed by the same representative identified by Ascend in their challenge.

A staff report presented to the CCP on April 7, 2016, included these facts and other information along with documents submitted by Ascend.

Funding Recommendation

At the April 7, 2016 meeting, the CCP voted to disregard the protest by Ascend on the basis of failure to comply with the process and timeliness and award the Fiscal Year 2015-16 BSCC Recidivism Reduction Grant Funding to the following three organizations: Community Against Sexual Harm (CASH), Saint John's Program for Real Change and PES-ebis.Inc. (PES).

The 2015-16 BSCC Community Recidivism Reduction Grant allows for two applicants to be awarded \$47,500 and a third applicant to be awarded \$23,750. Funding awards are recommended in the amount of \$47,500 each to CASH and Saint John's Program for Real Change, as the two highest scoring agencies and \$23,750 to PES, as the third highest scoring agency. This will leave \$6,250 or 5% of the original \$125,000, to cover administrative costs including those for Probation to administer the recidivism reduction service contracts.

MEASURES/EVALUATION

The county will collect data and outcome measures periodically, as determined by the BSCC. These reports will be provided to the BSCC per California Penal Code Section 1233.10 (a).

FINANCIAL ANALYSIS

The total funding award of \$125,000 includes a 5% administration fee for the county, with the remainder awarded to the selected organizations. There is no match requirement for this grant funding. Administrative fee funding for the county will be used by Probation to administer the program, to include devising a tracking mechanism to measure service delivery and program outcomes and report them to the BSCC. The Probation Department has budgeted \$107,500 of this funding for Fiscal Year 2016-17 and will include the remaining funds in their Fiscal Year 2017-18 Budget.

Authorization To Execute Two Contracts For \$47,500 Each And One Contract For \$23,750 For
Recidivism Reduction Services

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Respectfully submitted,

APPROVAL RECOMMENDED:

BRITT FERGUSON
Chief Financial Officer

NAVDEEP S. GILL
County Executive

Attachments: Resolution

- ATT 1 – Notice of Proposed Award Recipients
- ATT 2 – Community Against Sexual Harm Contract
- ATT 3 – Saint John's Program for Real Change Contract
- ATT 4 – PES-eps.Inc. Contract

RESOLUTION NO. 2016-0401

AUTHORIZATION TO EXECUTE TWO CONTRACTS FOR \$47,500 EACH AND ONE CONTRACT FOR \$23,750 FOR RECIDIVISM REDUCTION SERVICES

WHEREAS, Fiscal Year 2015-16 Community Recidivism Reduction Grant Funding from the Board of State and Community Corrections has been allotted to the County of Sacramento in collaboration with the Community Corrections Partnership for recidivism reduction service contracts; and

WHEREAS, the Community Corrections Partnership of the County of Sacramento recommends funding Community Against Sexual Harm (CASH) and Saint John's Program for Real Change Strategies For Change at an amount of \$47,500 each and PES-eps.Inc. (a wholly owned subsidiary of Pacific Educational Services, Inc.) at an amount of \$23,750 for recidivism reductions services from July 1, 2016 through June 30, 2018;

BE IT RESOLVED AND ORDERED that the Chief Probation Officer be and is hereby authorized to execute two recidivism reduction service contracts with Community Against Sexual Harm (CASH) and Saint John's Program for Real Change Strategies For Change for \$47,500 each and one recidivism reduction service contract with PES-eps.Inc. for \$23,750 on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, and to amend the contracts for monetary decreases and monetary increases up to 10%, to terminate and to amend the contracts for minor modifications.

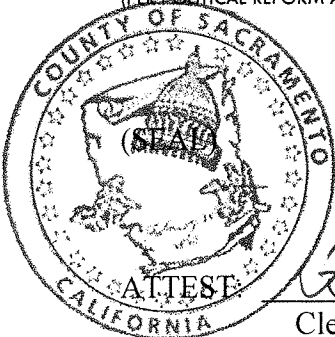
On a motion by Supervisor Nottoli, seconded by Supervisor Serna, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 8th day of June, 2016, by the following vote, to wit:

- AYES: Supervisors, Kennedy, MacGlashan, Nottoli, Peters, Serna
 - NOES: Supervisors, None
 - ABSENT: Supervisors, None
 - ABSTAIN: Supervisors, None
 - RECUSAL: Supervisors, None
- (PER POLITICAL REFORM ACT (§ 18702.5))

FILED
 BOARD OF SUPERVISORS
 JUN 08 2016
Florence Evans
 BY
 CLERK OF THE BOARD

Roberta MacGlashan

Chair of the Board of Supervisors
 of Sacramento County, California



Florence Evans
 Clerk, Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 6.8.16

By: *S. Studdert*
 Deputy Clerk, Board of Supervisors

Sacramento County

NOTICE OF PROPOSED AWARDS FOR 2015-16 COMMUNITY RECIDIVISM REDCUTION GRANT FUNDING

In coordination with the Community Corrections Partnership, the County of Sacramento proposes awarding the three highest rated vendors to provide recidivism reduction services as defined in California Penal Code Section 1233.10 (a) of AB 1468 and its implementing regulations.

1. Community Against Sexual Harm (CASH)
2. Saint John's Program for Real Change
3. Pacific Educational Services, (PES-eps., Inc.)

PROPOSAL SCORING

	CASH	Saint John's	PES-eps., Inc.	Ascend
Organizational Ability	192	188	172	166
Problem Statement	190	182	168	158
Implementation Plan	407	399	334	316
Budget	117	121	110	87
Funding Criteria	162	169	134	128
Good Neighbor Policy & Statement of Compliance	60	57	48	51
Certificate of Compliance with Child, Family & Spousal Support	19	18	17	17
Total Score	1,147	1,134	983	923
AVERAGE SCORE	286.8	283.5	245.8	230.8

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Community Against Sexual Harm, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, Sacramento County, the Chief Probation Officer, has the responsibility for administering Sacramento County's Community Corrections Partnership;

WHEREAS, Sacramento County, the Community Corrections Partnership, released a Request for Proposal (RFP) on December 4, 2015 to secure proposals;

WHEREAS, Sacramento County, the Community Corrections Partnership, publicized the release of the Request for Proposals on December 4, 2015 through January 15, 2016 soliciting proposals from all applicants meeting eligibility criteria;

WHEREAS, Sacramento County, the Community Corrections Partnership, developed a rating tool, convened a rate and review committee, and facilitated a comprehensive, competitive evaluation process to select the successful applicants and award funding for services under the terms of the RFP;

WHEREAS, the Sacramento County Board of Supervisors delegated contracting authority to the Community Corrections Partnership for Recidivism Reduction services;

WHEREAS, Sacramento County, the Community Corrections Partnership, seeks to contract with the CONTRACTOR, a successful applicant under the terms of the RFP, to provide recidivism reduction services;

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreements on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective July 1, 2016 and shall end June 30, 2018.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

CCP Analyst
700 H Street Suite 7650
Sacramento, CA 95814

TO CONTRACTOR

Terri Galvan, Executive Director
Community Against Sexual Harm (CASH)
PO Box 160022
Sacramento, CA 95816

Either party may change the address to which subsequent notice and/or communication can be sent by giving prior written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for,

participation in federal, State or county government contracts. CONTRACTOR certifies that it shall not contract with a SubCONTRACTOR that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the

direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XV. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with County's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;

3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contract person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, CONTRACTOR'S subCONTRACTORS or subcontractors at any tier, or any other party for which Contractor is legally liable under law.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY. Notwithstanding the foregoing, COUNTY shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should COUNTY elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subconsultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XVIII. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XIX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the

performance of any subCONTRACTOR whether approved by COUNTY or not.

- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Administrator of the Community Corrections Partnership or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such

dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

XXIX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in COUNTY'S yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. These reports shall be made available to the COUNTY within 90 days of the close of the year.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of the Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR or COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of

such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

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

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

CONTRACTOR

By _____
Lee Seale, Chief of Probation
Community Corrections Partnership

By _____
Title: _____

"COUNTY"

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
County Counsel

Date: _____

EXHIBIT A to the Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and Community Against Sexual Harm, hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES

I. SERVICE LOCATION:

Community Against Sexual Harm (CASH)
Center for Women
3101 1st Avenue
Sacramento, CA 95817

II. DESCRIPTION OF SERVICES

Contractor shall utilize Peer Specialists trained in Motivational Interviewing, Critical Time Intervention, Trauma Informed Care, and Registered Alcohol and Drug Treatment (RADT-1) workers, to serve at least 50 unduplicated women, over age 21, who have been referred through the Sacramento Superior Court Reducing Sexual Exploitation and Trafficking (RESET) prostitution diversion program or referral through other Superior Court case processes.

Contractor shall provide 25 hours of programming specifically designed to address causes and consequences of prostitution. Programming will include:

1. Intake assessment appointment
2. Eight (8), 2.5 hour skill building and education sessions to address high risk factors such as anti-social associations, impulse control, problem solving, substance abuse, coping skills and anger management
3. Five (5) individual peer-mentoring sessions
4. HIV testing
5. Monthly court appearance
6. Aftercare

Case management will include service linkage to address critical needs such as unstable housing, mental health, substance use and domestic violence, as well as referrals to other relevant community agencies and aftercare services.

Statistics/data regarding the program services and objectives shall be maintained by the Contractor and monthly reports shall be submitted to the County regarding the type and quantity of services provided.

An annual report related to program services and statistics will be provided by the Contractor to the County by January 15th of each year.

EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and Community Against Sexual Harm, hereinafter referred to as "CONTRACTOR"

COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the COUNTY before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 000.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY *or* Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. AUTOMOTIVE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.

- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or

otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **PRIMARY INSURANCE:** For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subCONTRACTORS and additional insured endorsements as provided by CONTRACTORs subCONTRACTOR.

VIII. PROFESSIONAL LIABILITY

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS COMPENSATION

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers'

compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

XI. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and Community Against Sexual Harm, hereinafter referred to as "CONTRACTOR"

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is \$47,500 during the term beginning on July 1, 2016 and ending June 30, 2018, for the work as described in Exhibit A, Section II, Description of Services.
- B. Reimbursement shall be based on CONTRACTOR's monthly direct service and operating costs for each Reducing Sexual Exploitation and Trafficking (RESET) prostitution diversion program participant served as per II. Budget below. Invoice documentation shall include a schedule with the following information:
- Client's name
 - Source of referral for services to client
 - Date service is provided
 - Description of services provided
 - Number of hours served
 - Total invoice amount
- C. Invoices shall be approved by the applicable Program Manager.
- D. Director may reallocate up to ten percent (10%) of the total budget from/to different line items of the budget.

II. BUDGET

BUDGET REQUIREMENTS:

The Budget for this Agreement is outlined below up to a maximum agreement amount of \$47,500:

Service Description	Budget Amount
Assessment, case management, skill building, education, nutrition, transportation, and/or other direct service costs	\$35,750
Operating expenses including facility, supply, travel, insurance, training and administration	\$11,750
TOTAL	<u>\$47,500</u>

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2016, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Saint John's Program for Real Change, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, Sacramento County, the Chief Probation Officer, has the responsibility for administering Sacramento County's Community Corrections Partnership;

WHEREAS, Sacramento County, the Community Corrections Partnership, released a Request for Proposal (RFP) on December 4, 2015 to secure proposals;

WHEREAS, Sacramento County, the Community Corrections Partnership, publicized the release of the Request for Proposals on December 4, 2015 through January 15, 2016 soliciting proposals from all applicants meeting eligibility criteria;

WHEREAS, Sacramento County, the Community Corrections Partnership, developed a rating tool, convened a rate and review committee, and facilitated a comprehensive, competitive evaluation process to select the successful applicants and award funding for services under the terms of the RFP;

WHEREAS, the Sacramento County Board of Supervisors delegated contracting authority to the Community Corrections Partnership for Recidivism Reduction services;

WHEREAS, Sacramento County, the Community Corrections Partnership, seeks to contract with the CONTRACTOR, a successful applicant under the terms of the RFP, to provide recidivism reduction services;

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreements on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective July 1, 2016 and shall end June 30, 2018.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

CCP Analyst
700 H Street Suite 7650
Sacramento, CA 95814

TO CONTRACTOR

Michele Steeb, CEO
Saint John's Program for Real Change
2443 Fair Oaks Blvd.
Sacramento, CA 95825

Either party may change the address to which subsequent notice and/or communication can be sent by giving prior written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for,

participation in federal, State or county government contracts. CONTRACTOR certifies that it shall not contract with a SubCONTRACTOR that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the

direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XV. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with County's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;

3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contract person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, CONTRACTOR'S subCONTRACTORS or subcontractors at any tier, or any other party for which Contractor is legally liable under law.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY. Notwithstanding the foregoing, COUNTY shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should COUNTY elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subconsultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XVIII. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XIX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the

performance of any subCONTRACTOR whether approved by COUNTY or not.

- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Administrator of the Community Corrections Partnership or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such

dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

XXIX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in COUNTY'S yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. These reports shall be made available to the COUNTY within 90 days of the close of the year.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of the Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR or COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of

such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

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

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

CONTRACTOR

By _____
Lee Seale, Chief of Probation
Community Corrections Partnership

By _____
Title: _____

“COUNTY”

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
County Counsel

Date: _____

EXHIBIT A to the Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and Saint John's Program for Real Change, hereinafter referred to as
"CONTRACTOR"

SCOPE OF SERVICES

I. SERVICE LOCATIONS:

Saint John's Program for Real Change
Main Campus
8401 Jackson Road
Sacramento, CA 95826

Our Second Story
1141 Power Inn Road
Sacramento, CA 95826

Plates Café and Catering
14 Business Park Way, #149
Sacramento, CA 95828

Plates Midtown
1725 L Street
Sacramento, CA 95811

First Steps Child Development Center
8245 Ferguson Avenue
Sacramento, CA 95828

II. DESCRIPTION OF SERVICES

Contractor shall serve at least 98 unduplicated homeless and previously incarcerated women and their children, who are considered residents of Sacramento County. Clients will be self-referred or referred through established collaborative relationships with Sacramento County agencies and community partners.

Contractor shall provide an 18-month continuum of clean and sober residential, service-rich programs to address root causes of chronic poverty, homelessness, crime and recidivism and provide a path to self-sustainability.

Contractor shall conduct an intake assessment and provide an average of 10 hours of comprehensive services per month to each client.

Based on programming level and need, services provided shall include:

- Intake assessment
- Multi-disciplinary case management
- Treatment coordination
- Clean and sober living environment
- Stabilization services – alcohol & other drug therapy, family counseling/therapy, budgeting, parenting, basic education, life skills, an pre-employment training
- Individualized Development Plans
- Comprehensive supportive services - mental health therapy, childcare, school readiness, transportation, educational activities
- Expanded educational classes and activities – Alcoholics/Narcotics Anonymous, high school equivalency certificate preparation/attainment, financial literacy workshops, hands-on job readiness/employment training
- Subsidized rent with advanced employment training, positive network development, therapy and educational support

Statistics/data regarding the program services and objectives shall be maintained by the Contractor and monthly reports shall be submitted to the County regarding the type and quantity of services.

Programming Level will be identified to categorize services provided as:

- Intake and Level 1 Stabilization
- Level 2 Employment and Self-Development
- Level 3-4 Advanced Employment Training, Positive Network Development, Job Acquisition and Self Reliance

An annual report related to program services and statistics will be provided by the Contractor to the County by January 15th of each year.

EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and Saint John's Program for Real Change, hereinafter referred to as
"CONTRACTOR"

COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the COUNTY before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 000.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY *or* Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. AUTOMOTIVE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required

insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **PRIMARY INSURANCE:** For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subCONTRACTORS and additional insured endorsements as provided by CONTRACTORS subCONTRACTOR.

VIII. PROFESSIONAL LIABILITY

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS COMPENSATION

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

XI. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and Saint John's Program for Real Change, hereinafter referred to as
"CONTRACTOR"

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is \$47,500 during the term beginning on July 1, 2016 and ending June 30, 2018, for the work as described in Exhibit A, Section II, Description of Services.
- B. Reimbursement shall be based on CONTRACTOR's actual billable hours as per II. Budget, below. Invoice documentation shall include a schedule with the following information:
- Client's name (s)
 - Source of referral for services to client
 - Date service is provided
 - Description of services provided
 - Number of hours served
 - Total invoice amount
- C. Invoices shall be approved by the applicable Program Manager.

II. BUDGET

CONTRACTOR shall provide services per the following all-inclusive fee schedule for a total maximum reimbursable amount of \$47,500:

- Intake and Level 1 Stabilization @ \$2.01 per hour
- Level 2 Employment and Self-Development @ \$2.01 per hour
- Level 3-4 Advanced Employment Training, Positive Network Development, Job Acquisition and Self Reliance @ \$2.01 per hour

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and PES-eps.Inc., a wholly owned subsidiary of Pacific Educational Services, Inc. hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, Sacramento County, the Chief Probation Officer, has the responsibility for administering Sacramento County's Community Corrections Partnership;

WHEREAS, Sacramento County, the Community Corrections Partnership, released a Request for Proposal (RFP) on December 4, 2015 to secure proposals;

WHEREAS, Sacramento County, the Community Corrections Partnership, publicized the release of the Request for Proposals on December 4, 2015 through January 15, 2016 soliciting proposals from all applicants meeting eligibility criteria;

WHEREAS, Sacramento County, the Community Corrections Partnership, developed a rating tool, convened a rate and review committee, and facilitated a comprehensive, competitive evaluation process to select the successful applicants and award funding for services under the terms of the RFP;

WHEREAS, the Sacramento County Board of Supervisors delegated contracting authority to the Community Corrections Partnership for Recidivism Reduction services;

WHEREAS, Sacramento County, the Community Corrections Partnership, seeks to contract with the CONTRACTOR, a successful applicant under the terms of the RFP, to provide recidivism reduction services;

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreements on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective July 1, 2016 and shall end June 30, 2018.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

CCP Analyst
700 H Street Suite 7650
Sacramento, CA 95814

TO CONTRACTOR

Walter Stockman, President
PES-ebs.Inc.
11837 Kemper Road, Suite 2
Auburn, CA 95603

Either party may change the address to which subsequent notice and/or communication can be sent by giving prior written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for,

participation in federal, State or county government contracts. CONTRACTOR certifies that it shall not contract with a SubCONTRACTOR that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the

direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XV. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with County's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;

3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contract person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, CONTRACTOR'S subCONTRACTORS or subcontractors at any tier, or any other party for which Contractor is legally liable under law.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY. Notwithstanding the foregoing, COUNTY shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should COUNTY elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subconsultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XVIII. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XIX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the

performance of any subCONTRACTOR whether approved by COUNTY or not.

- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Administrator of the Community Corrections Partnership or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such

dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

XXIX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in COUNTY'S yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. These reports shall be made available to the COUNTY within 90 days of the close of the year.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of the Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR or COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of

such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

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

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

CONTRACTOR

By _____
Lee Seale, Chief of Probation
Community Corrections Partnership

By _____
Title: _____

“COUNTY”

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
County Counsel

Date: _____

EXHIBIT A to the Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and PES-eps.Inc., hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES

I. SERVICE LOCATION:

Rio Cosumnes Correctional Center (RCCC).
12500 Bruceville Road
Elk Grove, CA 95757

II. DESCRIPTION OF SERVICES

Contractor shall provide **Moral Reconciliation Therapy (MRT)** and **A New Freedom**, Cognitive Behavioral Therapy (CBT) programs to address criminal thinking and substance use disorders for approximately 20 medium to high risk adult felony offenders at the Rio Cosumnes Correctional Center (RCCC) who have been referred by the Sacramento County Sheriff's Department.

Contractor shall incorporate motivational interviewing (MI) and motivational enhancement therapy (MET) tools into services provided.

Contractor shall utilize experienced Certified Alcohol and Drug Counselor(s) to provide MRT and A New Freedom CBT services to targeted clients.

Contractor shall provide approximately 480 total 60-minute group sessions for MRT and A New Freedom participants.

Statistics/data regarding the program services and objectives shall be maintained by the Contractor and monthly reports shall be submitted to the County regarding the type and quantity of services.

An annual report related to program services and statistics will be provided by the Contractor to the County by January 15th of each year.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and PES-eps.Inc., hereinafter referred to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the COUNTY before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 000.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. AUTOMOTIVE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or

otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **PRIMARY INSURANCE:** For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subCONTRACTORS and additional insured endorsements as provided by CONTRACTORs subCONTRACTOR.

VIII. PROFESSIONAL LIABILITY

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS COMPENSATION

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers'

compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

XI. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY,"
and PES-eps.Inc., hereinafter referred to as "CONTRACTOR"

I. MAXIMUM PAYMENT TO CONTRACTOR

The maximum total payment amount under this Agreement for July 1, 2016 through June 30, 2018 is \$23,750.

- A. The Maximum Total Payment Amount under this Agreement is \$23,750 during the term beginning on July 1, 2016 and ending June 30, 2018, for the work as described in Exhibit A, Section II, Description of Services.
- B. Reimbursement shall be based on CONTRACTOR's actual billable hours as per II. Budget, below. Invoice documentation shall include a schedule with the following information:
- Client's name (s)
 - Date service is provided
 - Description of services provided
 - Number of hours served
 - Total invoice amount
- C. Invoices shall be approved by the applicable Program Manager.

II. BUDGET

CONTRACTOR shall provide services per the following all-inclusive fee schedule for a total maximum reimbursable amount of \$23,750:

- Moral Reconciliation Therapy (MRT) @ \$49.48 per 60-minute program session
- A New Freedom @ \$49.48 per 60-minute program session