

APPROVED

Board of Supervisors

by Reso No 2024-0782

OCT 22 2024

By

Alorence Evans

Clerk of the Board

**COUNTY OF SACRAMENTO
CALIFORNIA**

29

For the Agenda of:
October 22, 2024

To: Board of Supervisors

Through: David Villanueva, County Executive

From: Marlon Yarber, Chief Probation Officer, Probation Department
Eric Jones, Deputy County Executive, Public Safety and Justice

Subject: Retroactive Authorization For The Chief Probation Officer To Apply For And Accept The Office Of Youth And Community Restoration (OYCR) Less Restrictive Placement (LRP) Grant In The Amount of \$2,000,000 And To Execute An Expenditure Agreement With People Working Together In The Amount Of \$600,000 Retroactive To August 1, 2024, Through April 1, 2026

District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution to retroactively authorize the Chief Probation Officer to:

1. Apply for The Office of Youth and Community Restoration (OYCR) Less Restrictive Placement (LRP) Grant and accept the grant funds of \$2,000,000 for the grant period of April 1, 2024 to April 1, 2026; and
2. Authorize expenditures for essential needs for youth in the program, such as home furnishings, food, clothing, personal needs, direct income supports for youth in the program, and other pro-social professional services to support the transition of youth transitioning to Less Restrictive Placements (LRP); and
3. Execute an expenditure agreement with People Working Together in the amount of \$600,000 retroactive to August 1, 2024 through April 1, 2026, to transition youth from a Secure Youth Treatment Facility (SYTF) placement to LRPs; and
4. Make administrative amendments, assign, terminate with or without cause, and/or amend this expenditure agreement to reduce the total contract amount as necessary or to increase the maximum agreement

Retroactive Authorization For The Chief Probation Officer To Apply For And Accept The Office Of Youth And Community Restoration (OYCR) Less Restrictive Placement (LRP) Grant In The Amount of \$2,000,000 And Execute An Expenditure Agreement With People Working Together In The Amount Of \$600,000 Retroactive To August 1, 2024, Through April 1, 2026
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amount up to 10% or \$25,000, whichever is less, for Sacramento County as necessary.

5. Renew the attached expenditure agreement with People Working Together for up to two additional one-year terms, for a total of four (4) years.

BACKGROUND

On September 30, 2020, Governor Newsom signed Senate Bill (SB) 823 into law, initiating the closure of the California Department of Corrections and Rehabilitation Division of Juvenile Justice (DJJ) and realigning resources to County governments to supervise and deliver services to youth who are in conflict with the law. Under SB 823, counties have become fully responsible for the custodial housing, programming, treatment and reentry of youth who have committed serious offenses and have higher levels of need but can no longer be committed to DJJ.

In July 2021, SB 823 established the Office of Youth and Community Restoration (OYCR) within the California Health and Human Services Agency. The role of OYCR is to guide the transition from the state-run youth incarceration to county care by identifying and sharing best practices to inform rehabilitative and restorative youth support and offer technical assistance on how to achieve outcomes and system improvements for youth across the justice system.

The OYCR LRP grant provides funds that would be utilized to provide support to youth over a 24-month period through targeted services to transition youth from an SYTF placement to less restrictive placements. This will stabilize the youth in their transition back into the community through community-based support and service providers.

On October 6, 2023, Probation released a Request for Proposal (RFP) No. 24-004 for transitional housing services via the Contracts and Purchasing Services e-procurement Public Purchase website to determine a service provider that would best meet the needs of the SYTF population. Probation received responses from the Lao Family Community Development, Inc. and Well Living Housing & Placement Agency. After reviewing the proposals and conducting an interview with both vendors, it was determined that neither vendor met the criteria specified in the RFP. On April 4, 2024, Probation released a memo stating they did not intend to award a contract as both proposals failed to meet the criteria.

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Probation currently has a contract with People Working Together to provide emergency interim shelter to youth 18 years old or older that have been recently released from custody; the existing contract supports three dedicated bed spaces. In addition to providing shelter and bed space, People Working Together provides meals, toiletries, laundry facilities, and services including housing placement, job readiness, vocational education, and life skills. People Working Together did not submit a proposal for RFP No. 24-004. As a result, Probation consulted with County Counsel to seek support to expand the existing contract with People Working Together, allowing them to support youth transitioning from SYTF to a less restrictive placement. Probation completed an Exception to Bid (ETB) for this proposed contract.

Having received support from County Counsel, Probation intends to expand the contract with People Working Together to create a total of six (6) dedicated bed spaces for Probation and increase the array of human services they provide to their residents. The remaining grant funding will be utilized to explore increasing less restrictive placement options via additional contracts and/or support purchases for essential needs for youth in the program, such as home furnishings, food, clothing, personal needs, transportation, etc. Income supports may also be provided to youth in the program. In addition, there is potential to further expand the contract with People Working Together to support the growing need to transitional housing for SYTF youth by creating a second transitional housing location with People Working Together for additional bed spaces.

The table below outlines supports and assistance that may be provided to help SYTF youth have a successful transition back into the community and in a LRP. Many of the SYTF youth are released from VOYA with very few material possessions and limited familial support. The items listed below aim to provide stability, remove barriers, and assist these youth in finding employment and stable housing.

Transitional housing support	\$600,000
Administrative/Overhead costs	\$600,000
Facilities (Rent, Utilities, Rental Insurance)	\$350,000
Home Furnishings (Furniture, Kitchen, Laundry)	\$20,000
IT equipment (Laptops, printer)	\$10,000
Food	\$40,000
Clothing	\$20,000
Personal needs (Hygiene, Toiletries)	\$20,000

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Transportation (Rideshare, Regional Transit, Fuel)	\$30,000
Phone (Device and Service)	\$10,000
Income supports (Allowance)	\$100,000
Education/Job Training	\$100,000
Re-entry Coordination (Birth certificates, DMV fees, Social Security etc)	\$100,000
All figures are estimates and will be contingent on actual executed contracts	\$2,000,000

Retroactive: On June 1, 2023, OYCR released an invitation for letters of interest to award a small number of grants to county probation departments to demonstrate innovative approaches to assist SYTF youth on transition to less restrictive placements. Probation was not notified of the invitation to apply for the grant until September 2023. Probation submitted the letter of interest required for the OYCR 2023 LRP grant on December 18, 2023. Due to the short turn-around time for submissions, Probation respectfully requests the Board’s retroactive authorization to apply for and accept OYCR LRP funds. Additionally, Probation respectfully requests the Board’s retroactive authorization to execute an expenditure agreement with People Working Together in the amount of \$600,000 retroactive from August 1, 2024 through April 1, 2026, to transition youth from a SYTF placement to LRPs.

FINANCIAL ANALYSIS

Probation was awarded grant funding in the amount of \$2,000,000 to assist transitioning youth from an SYTF placement to Less Restrictive Programming. The recommended contract would be fully funded by the grant funding received from the OYCR Less Restrictive Placement Grant at an estimated amount of \$300,000 annually, for a total of \$600,000 over the two-year period. The contract includes a provision for renewal past April 1, 2026 contingent on availability of additional funding.

In addition to the contract, the Department will use grant funding for administrative costs, services, supplies, or any other youth support needs that are consistent with the grant. Probation will monitor the budget and return to the Board with an Appropriation Adjustment Requests (AAR) if needed.

Estimated expenditures for FY 2025-26 will be included in the FY 2025-26 Requested Budget.

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Any contracts executed within the Chief Probation Officer's Delegated Authority, pursuant to Sacramento County Charter (SCC) 2.61.200, shall be reported semi-annually pursuant to SCC 2.61.012. Contracts outside of the Chief Probation Officer's delegated authority shall be brought to the Board of Supervisors for authorization.

Attachment(s):

RES - Less Restrictive Placement Grant

ATT 1 - 25-0278 People Working Together Agreement Term: August 1, 2024
- April 1, 2026

RESOLUTION NO. 2024-0782

RETROACTIVE AUTHORIZATION FOR THE CHIEF PROBATION OFFICER TO APPLY FOR AND ACCEPT THE OFFICE OF YOUTH AND COMMUNITY RESTORATION LESS RESTRICTIVE PLACEMENT (LRP) GRANT IN THE AMOUNT OF \$2,000,000 AND EXECUTE AN EXPENDITURE AGREEMENT WITH PEOPLE WORKING TOGETHER IN THE AMOUNT OF \$600,000 RETROACTIVE TO AUGUST 1, 2024, THROUGH APRIL 1, 2026

BE IT RESOLVED that the Chief Probation Officer, or designee, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, be and is hereby authorized to apply for The Office of Youth and Community Restoration Less Restrictive Placement Grant and accept the grant funds of \$2,000,000 for the grant period of April 1, 2024 to April 1, 2026; and

BE IT RESOLVED that the Chief Probation Officer, or designee, is authorized for expenditures for essential needs for youth in the program, such as home furnishings, food, clothing, personal needs, direct income supports for youth in the program, and other pro-social professional services to support the transition of youth transitioning to Less Restrictive Placements (LRP); and

BE IT RESOLVED that the Chief Probation Officer, or designee, is authorized to execute an expenditure agreement with the People Working Together, in the amount of \$600,000 retroactive to August 1, 2024 through April 1, 2026, to transition youth from a Secure Youth Treatment Facility (SYTF) placement to LRPs; and

BE IT RESOLVED that the Chief Probation Officer, or designee, is authorized to make administrative amendments, assign, terminate with or without cause, and/or amend this expenditure agreement to reduce the total contract amount as necessary or to increase the maximum agreement

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amount up to 10% or \$25,000, whichever is less, for Sacramento County as necessary; and

BE IT FURTHER RESOLVED that the Chief Probation Officer, or designee, is authorized to renew the attached expenditure agreement with People Working Together for up to two additional one-year terms, for a total of four (4) years.

On a motion by Supervisor Desmond, seconded by Supervisor Serna, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 22nd day of October, 2024 by the following vote, to wit:

AYES: Supervisors Desmond, Frost, Hume, Serna, Kennedy

NOES: None

ABSENT: None

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST: *Florence Evans*
Clerk of the Board of Supervisors

Pat O'Rourke

Chairman of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

OCT 22 2024

Florence Evans
Clerk of the Board

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 OCT 23 2024

By: *[Signature]*
Deputy Clerk, Board of Supervisors

AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and PWT UNITED INC. DBA PEOPLE WORKING TOGETHER, a California 501(c)(3) nonprofit organization, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY desires to provide transitional housing services to clients of the Probation department who have been recently released from custody; and

WHEREAS, CONTRACTOR operates a facility for transitional housing and has bed space available for Probation clients; and

WHEREAS, upon execution, this agreement shall supersede existing agreement 25-0263 between COUNTY and CONTRACTOR and expand existing services from emergency housing services to transitional housing services; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution No. _____ authorizing the Chief Probation Officer, or his/her designee, to execute this Agreement with CONTRACTOR for the provision of transitional housing services; and

WHEREAS, Resolution No. _____ also authorizes the Chief Probation officer, or his/her, to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement 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 and commence as of August 1, 2024 and shall end on April 1, 2026, unless renewed pursuant to paragraph XXXIX.

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

Marlon Yarber
Chief Probation Officer
Sacramento County Probation Department
8745 Folsom Boulevard
Sacramento, CA 95826

TO CONTRACTOR

Kevin D Brown
Executive Director
PWT United, Inc.
20 McKilt Court
Sacramento, CA 95835

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

IV. COMPLIANCE WITH LAWS

A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances to include those statutes set forth below which govern confidentiality.

B. Confidentiality of Records and Department Security Requirements

1. PROBATION is a department of COUNTY and is a law enforcement agency working with justice system information that is confidential under California law including the following:

Penal Code sections: 1203.5, 1203.10 (reports); 11105 et seq. and 13300 et seq. (criminal offender records); 11167.5 (child abuse & neglect reporting); 502 (misuse of computer systems)

Welfare and Institutions Code sections: 827 (juvenile court & CPS records); 10850 and 17006 (public social services); 5328 (mental health services)

Civil Code section: 56 (medical records)

Health & Safety Code section: 11977, 42 USC section 290dd, and 42 CFR section 2.12 et seq. (drug treatment records)

Evidence Code sections: 1012 et seq. (psychological records); 1040 et seq. (official information)

2. CONTRACTOR's employees, subcontractors, and volunteers with access to PROBATION facilities, computers, or records will be required to do the following:
 - a. pass a background investigation, which may include fingerprinting and a Department of Justice records check, before working in PROBATION facilities or accessing PROBATION computers or records;
 - b. learn and comply with the security policies and procedures in effect at PROBATION throughout the term of their assignment to PROBATION; and
 - c. access and use any restricted or confidential material only as required for performance of the assigned duties, and disseminate data only to personnel specifically authorized; violations may be prosecuted to the full extent allowed by law, including the termination of the contract.
3. CONTRACTOR agrees to inform all of its employees, subcontractors, and volunteers of the provisions of this section and that a knowing violation of state or federal confidentiality laws is a misdemeanor. CONTRACTOR shall ensure that all persons with access to PROBATION facilities, computers, or records have signed all required acknowledgements that meet the standards for PROBATION employees having access to confidential information, prior to commencing work.
4. Upon notice from PROBATION that an employee, subcontractor, or volunteer does not meet PROBATION security requirements or has violated PROBATION security requirements, CONTRACTOR shall be responsible for immediately removing and replacing, within twenty-four (24) hours, any employee, subcontractor, or volunteer working on this contract. PROBATION will confer with CONTRACTOR about means to remediate security concerns, including further training, direct supervision, direct oversight by an employee acceptable to PROBATION, or removal of duties requiring access to PROBATION facilities, computers, or confidential records.

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 AND PROFESSIONALISM STANDARDS

- A. CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.
- B. CONTRACTOR and all of its employees, subcontractors, agents, and volunteers shall reflect a professional image while performing services under this Agreement for the COUNTY.

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 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 CONTRACTOR nor CONTRACTOR's assigned personnel shall have a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Agreement, 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 COUNTY to employees of 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 contractors 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. RETIREMENT BENEFITS/STATUS *(Not Applicable)*

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

- A. 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 that could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.
- B. CONTRACTOR and CONTRACTOR's employees shall not be involved with any Youth Detention Facility (YDF) inspections, recommendations of resulting reports, and/or any other activity that may create a real or perceived conflict of interest with the performance of services required under this Agreement.

XV. 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 not 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.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XVI. GOOD NEIGHBOR POLICY (If Applicable)

- 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 contact 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.

XVII. 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.

XVIII. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.
- B. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors at any tier.
- C. 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.

- D. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

XIX. 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.

XX. 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.

XXI. WEB ACCESSIBILITY *(Not Applicable)*

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XXII. 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 a monthly 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 the following: 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.
- F. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with applicable regulations, including but not limited to Federal, State and County regulations, and may be audited by the appropriate agency. In the event of an audit disallowance of any claimed cost, which is subject to compliance with regulations, COUNTY shall not be liable for any lost revenue resulting therefrom.
- G. Any funds due and owing to COUNTY may be collected, at the sole discretion of DIRECTOR, by cash payment or by a credit on funds due to be paid to CONTRACTOR under the terms of this Agreement.
- H. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.

XXIII. 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 to provide such training.

XXIV. SUBCONTRACTS AND ASSIGNMENTS

- 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.

XXV. AMENDMENT AND WAIVER

- A. 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.
- B. This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

XXVI. SUCCESSORS

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

XXVII. TIME

Time is of the essence of this Agreement.

XXVIII. 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.

XXIX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Chief Probation Officer of the Probation Department, or his/her designee.

XXX. 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. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXI. TERMINATION

- A. Either party 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 that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY's Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available

for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.

- 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 that 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 expense obligations to a third party that CONTRACTOR can legally cancel.

XXXII. REPORTS

- A. 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. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Section III of this Agreement.

XXXIII. 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.

XXXIV. 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.

XXXV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance 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 this Agreement are declared severable.

XXXVI. FORCE MAJEURE

Neither CONTRACTOR nor 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).

XXXVII. 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.

XXXVIII. DUPLICATE COUNTERPARTS

- A. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.
- B. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be

executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXIX. RENEWAL OF CONTRACT

The parties may renew this agreement on the same terms and conditions for two additional one-year terms, for a total of three (3) years, based on the availability of funding, by mutual agreement of DIRECTOR on behalf of COUNTY and CONTRACTOR.

XL. 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.

XLI. COVID-19 COMPLIANCE

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, accessible and/or on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall establish a safety plan for compliance with these standards as required by COUNTY and provide the safety plan to COUNTY upon request. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. Compliance with these standards is not a reimbursable expense pursuant to this Agreement.

XLII. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

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

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

**PWT UNITED, INC.,
a California 501(c)(3)
nonprofit organization**

By _____
Marlon Yarber
Chief Probation Officer

By _____
Kevin D. Brown
Executive Director

Date: _____

Date: _____

Execution of this Contract Delegated By
Board Resolution No. _____

Employer's Tax Identification
No. 81-0688043

or

Delegated signature Authorized by
County Code Section 2.61.200

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY
COUNTY COUNSEL

By: _____

Date: _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
PWT UNITED INC. DBA PEOPLE WORKING TOGETHER,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Facility Name(s): Confidential Service Location 1
Street Address:
City, State, Zip Code:

Additional service locations may be added upon mutual agreement between COUNTY and CONTRACTOR.

II. DESCRIPTION OF SERVICES

- A. CONTRACTOR shall provide transitional housing for clients, 18 years old or older, referred by the Probation Department who have an immediate housing need and meet the facility's eligibility criteria for client admissions. COUNTY shall make referrals directly to CONTRACTOR via email or telephone between 0600 and 1800 hours, 7-days a week, with a same-day response from CONTRACTOR.
- B. CONTRACTOR shall guarantee the availability of six beds for Probation clients at the service location listed in Exhibit A, regardless if the bed is utilized or not. Upon the addition of other service locations, the number of beds at each location may be adjusted upon mutual agreement between COUNTY and CONTRACTOR based on need and/or availability.
- C. CONTRACTOR shall provide a House Manager responsible for the following:
 - 1. Coordinate house cleanliness, maintenance, and repairs;
 - 2. Independent living skills support, which may include house chores coordination;
 - 3. Be available during regular business days/hours and on-site after regular business hours; and
 - 4. Respond to probation officer communications within one business day.

- D. CONTRACTOR shall provide transportation connections (facility may distribute RT passes or taxi/rideshare funds); a dedicated vehicle for transporting clients is preferred, as needed.
- E. CONTRACTOR shall provide food service at two (2) meals per day, breakfast and dinner; snack and lunch items should be available;
- F. CONTRACTOR shall provide basic hygiene amenities, such as dishwasher, home cleaning supplies, access to basic personal hygiene products, and clean bed linens;
- G. CONTRACTOR shall provide on-site clothes washer, dryer, and laundry supplies;
- H. CONTRACTOR shall provide communication devices, such as community and office landline phones, house Wi-Fi, a community computer, and a community printer;
- I. CONTRACTOR shall provide individual secure storage (i.e. lockers or foot lockers);
- J. CONTRACTOR shall provide meeting space: large office or conference to facilitate programs and private meetings; and
- K. CONTRACTOR shall implement house rules to promote safety and wellness:
 - 1. Evening hours curfew of 10:00 P.M through 6:00 A.M., with exceptions cleared by the probation officer;
 - 2. No personal visitors indoors; program visitors must be approved by Probation;
 - 3. Permission to leave the home overnight, or more than 24 hours, must be approved by the probation officer in advance;
 - 4. No weapons;
 - 5. No animals indoors. No pets or emotional support animals are to be kept by clients. Exceptions may be made for Service Animals; and
 - 6. No drugs or alcohol on the premises; removal of a client due to possession of illegal drugs or alcohol, or a positive drug test, will be at the probation officer's discretion.

- L. Transitional housing services shall include:
1. Intake and information gathering for data collection by having staff interview and complete the COUNTY's Homeless Management Information System (HMIS) questionnaire on all new participants.
 2. Access to hot water and showers.
 3. Clean sleeping linens and pillows, toiletries, and clean towels as needed. Janitorial and maintenance for the program as well as the ability for clients to do laundry shall be included.
 4. Utilities, including washer, dryer, and internet, shall be provided to program participants.
 5. A weekly check-in with CONTRACTOR staff focusing on housing placement, job readiness, and life skills.
- M. CONTRACTOR shall adequately staff and monitor the program during hours of operation to insure ongoing safety, cleanliness, security, and success of the program.
- N. CONTRACTOR agrees to maintain the confidentiality of all residents and prospective residents in accordance with Penal Code section 1203.5. CONTRACTOR shall establish safeguards to ensure that no resident's identity or other personally identifying information will be shared with persons or entities, other than the COUNTY, without the resident's authorization or as required by law.
- O. CONTRACTOR shall provide monthly reporting in client outcomes for on-site services provided, including but not limited to compliance with house rules, participation in services and counseling, employment status, progress towards independent housing, housing status after exit, and other comments and/or concerns.
- P. CONTRACTOR shall provide yearly summary of unduplicated participants served.
- Q. When reporting is potentially covered by 42 CFR Part 2, CONTRACTOR will only provide protected information if a legally valid signed waiver or release of confidentiality from the participant is given to CONTRACTOR prior to reporting. CONTRACTOR will report information that is necessary to prevent immediate health and safety issues but will not disclose information that is protected under the cited regulatory language. The parties agree that 42 CFR part 2 does not preclude CONTRACTOR from

informing PROBATION that a reportable event has occurred and the nature of that event.

1. Reportable Event(s):
 - a. Serious incidents – affect the health and safety of clients, staff, or volunteers; for example:
 - i. Death of any client, staff, or volunteer from any cause.
 - ii. Any physical injury resulting in medical treatment.
 - iii. Violence or threats of violence (including homicide or attempted homicide, injurious assault occurring at the CONTRACTOR's premises, which result in serious physical injury).
 - iv. Suicide attempt (including an apparent overdose of alcohol or illicit or prescription drugs, whether fatal or injurious, and requiring medical attention; self-injury requiring medical attention, etc.).
 - v. Adverse prescribed medication reaction or medication error resulting in physical damage and/or loss of consciousness.
 - vi. Major confidentiality breach (lost or stolen laptop, large number of client/participant files/records accessed, etc. Note: follow up with Confidentiality/HIPAA procedures).
 - vii. Client is AWOL for more than 24 hours.
 - viii. Other serious incidents.
 - b. Unusual occurrence – an incident which, while significant, is a less serious incident; for example:
 - i. Alleged child abuse.
 - ii. Physical abuse.
 - iii. Health and safety issues, to include epidemic outbreak, other infectious disease outbreak, or environmental hazard. All cases of communicable disease reportable under Section 2502 of Title 17, California Code of Regulations, shall be reported to the local health officer in addition to the DHCS and the COUNTY.
 - iv. Incidents involving emergency services at treatment facility (Ambulance, Police, Fire, etc.).
 - v. Fires or explosions that occur in or on the premises.
 - vi. Poisonings.
 - vii. Accidents at the workplace or in the course of working involving bodily harm or property damage.
 - viii. Catastrophes such as flooding, tornado, earthquake, or any other natural disaster.

- ix. Other unusual occurrences.
 - x. Community complaints/grievances.
- 2. Written report: complete all sections of the Incident Report Form.
- R. CONTRACTOR shall assess participants for vulnerability level and for possible placement in long-term stable housing.
- S. CONTRACTOR shall notify Probation when a participant is nearing 180 days of services and obtain approval prior to extending services beyond 180 days. Services extending beyond 180 days must be approved by Probation every 30 days.
- T. COUNTY and CONTRACTOR shall coordinate mutual responsibilities to ensure services are delivered in the most efficient and effective manner possible. This includes:
 - 1. Relaying information to each other as that information becomes available and would affect case management decisions of one or both agencies.
 - 2. Ensuring that services are provided only to those clients who have been approved by the Probation Department to participate.
 - 3. Informing each other when the client terminates services, is uncooperative or non-compliant with emergency shelter rules and regulations, or either agency terminates its services to a mutual client.
 - 4. Assigning staff as points of contact for any issues related to services provided under this agreement.
- U. CONTRACTOR shall establish and maintain a system to allow residents to grieve actions taken by CONTRACTOR. Reports of grievances made, and actions taken in response to those grievances, shall be compiled by CONTRACTOR and made available to the COUNTY upon request.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
PWT UNITED INC. DBA PEOPLE WORKING TOGETHER,
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 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 COUNTY's 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.

Verification of Coverage

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. 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 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 COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **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.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

- a. 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.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
 4. PROFESSIONAL LIABILITY: or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
 5. SEXUAL ABUSE OR MOLESTATION: CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse or Molestation. Coverage appropriate to the CONTRACTOR's profession. Coverage may be written as part of the CONTRACTOR's Commercial General Liability, or part of the CONTRACTOR's Professional (E&O) Liability, or on a stand-alone basis.
 6. 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.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. 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:	\$1,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim.

Sexual Abuse or Molestation: Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate. *(Not Applicable if CONTRACTOR will not be working with juveniles)*

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 COUNTY.

Claims Made Professional Liability Insurance

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

1. 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.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. 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.

Other Insurance Provisions

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

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's 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 COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The CONTRACTOR shall maintain all insurance coverages and limits 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.

Commercial General Liability and/or Commercial Automobile Liability:

1. **ADDITIONAL INSURED STATUS:** COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively the "Additional Insured Parties") are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties. Additional Insured applies to General Liability, Auto Liability, and Sexual Abuse and Molestation.
2. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR's insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST:** 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.
4. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

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.

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 COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR.

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
PWT UNITED INC. DBA PEOPLE WORKING TOGETHER,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is \$600,000 during the term beginning on August 1, 2024, and ending April 1, 2026, for the work as described in Exhibit A, Section II, Description of Services.
- B. Reimbursement shall be based on CONTRACTOR's all-inclusive bed day rate of \$55. CONTRACTOR shall bill the daily bed rate for each day the availability of six beds was guaranteed to COUNTY, regardless of whether the beds were utilized or not, on a monthly basis. An invoice with the following information should be provided:
- Client name and x-reference or date of birth
 - Client entry date and exit date
 - Total number of bed days served per client for that invoice period
 - Total invoice amount
- C. Enrollment/Intake fee at a rate of \$500 per resident.
- D. Multidisciplinary team meetings and rapport building at a rate of \$500 per enrollment. (This is fully loaded rate to include meetings and engagement 90 days prior to release in the less restrictive transitional housing program.)
- E. Reimbursement shall be based on CONTRACTOR's Case Management and Life Skills rate of \$750 per resident per month. The rate shall be pro-rated if a resident does not complete the full month.
- F. Reimbursement shall be based on CONTRACTOR's Workforce Development and Career Readiness rate of \$5,000 per enrollment for Multi-Craft Core Curriculum (MC3).
- G. Changes without notice are prohibited: no changes in scope of services, price, or budget will be recognized by COUNTY unless made in writing and signed by the parties hereto. CONTRACTOR shall direct all questions via email to Probation using the contact information in Section D, below.

- H. CONTRACTOR shall direct all invoices and/or questions related to billing and contracts to the following via email:

County of Sacramento Probation Department
8745 Folsom Boulevard
Sacramento, CA 95826
ATTN: Tara Lopez, Contracts Officer
ProbationContractInv@sacounty.gov

- I. Invoices shall be approved by the Supervising Probation Officer as well as Chief Deputy or Assistant Chief Deputy of the Juvenile Field Services division.