

APPROVED
Board of Supervisors
by Reso No 2024-0428
JUN 11 2024
By Alorence Jones
Clerk of the Board

COUNTY OF SACRAMENTO
CALIFORNIA

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For the Agenda of:
June 11, 2024

To: Board of Supervisors

Through: David Villanueva, County Executive
Eric Jones, Deputy County Executive, Public Safety & Justice

From: Marlon Yarber, Chief Probation Officer, Probation
Department

Subject: Authorize The Chief Probation Officer To Execute
Expenditure Agreements With Leaders In Community
Alternatives, Inc. In The Amount of \$4,642,863,
(\$1,547,621 Annually) For The Term Of July 1, 2024
Through June 30, 2027, PWT United, Inc. DBA People
Working Together In The Amount of \$75,000 From July 1,
2024 to June 30, 2025, And The Sacramento County Office
Of Education In The Amount Of \$1,576,000, (\$525,334
Annually) For The Term Of July 1, 2024 Through June 30,
2027

District(s): All

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Chief Probation Officer or designee to:

1. Execute expenditure agreements with the following entities:
 - A. Leaders in Community Alternatives, Inc. for the Adult Day Reporting Center and ACT program in the amount of \$4,642,863, (\$1,547,621 annually) for the term of July 1, 2024 through June 30, 2027 (Attachment 1); and
 - B. PWT United, Inc. DBA People Working Together (PWT) to provide emergency shelter and bed space to Probation clients, in the amount of \$75,000 for the term of July 1, 2024 through June 30, 2025; and
 - C. Sacramento County Office of Education (SCOE) to provide educational services to in-custody youth, in the amount of \$1,576,000, (\$525,334 annually) for the term Of July 1, 2024, through June 30, 2027.

Authorize The Chief Probation Officer To Execute Expenditure Agreements With Leaders In Community Alternatives, Inc. In The Amount of \$4,642,863, (\$1,547,621 Annually) For The Term Of July 1, 2024 Through June 30, 2027, PWT United, Inc. DBA People Working Together In The Amount of \$75,000 From July 1, 2024 to June 30, 2025, And The Sacramento County Office Of Education In The Amount Of \$1,576,000, (\$525,334 Annually) For The Term Of July 1, 2024 Through June 30, 2027

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2. Make administrative amendments, assign, terminate with or without cause, and/or amend the attached expenditure agreements to reduce the total contract amount as necessary for each agreement or to increase the maximum agreement amounts up to 10% or \$25,000, whichever is less, for each agreement for Sacramento County as necessary; and
3. Renew the attached expenditure agreement with Leaders in Community Alternatives, Inc. for up to two additional one-year terms for each agreement.
4. Renew the attached expenditure agreement with PWT for up to two additional one-year terms for each agreement.

BACKGROUND

The Sacramento County Probation Department (Probation) relies on outside service providers for necessary program and treatment services that are not within the scope of Probation or other county staff. The attached agreements continue services provided in previous fiscal years and are currently being provided in Fiscal Year 2023-24 to clients through a variety of Probation programs.

The services provided through the attached agreements have been determined by County Counsel not to be subject to Section 71-J of the Sacramento County Charter. County staff does not perform these types of services, nor have they in the past.

1. Agreement 25-0188: Leaders in Community Alternatives, Inc. – *Total Maximum Agreement Amount: \$4,642,863, (\$1,547,621 annually) for the term of July 1, 2024 through June 30, 2027*

Probation contracts with services providers to supply necessary programs and treatment service components required for the operation of three Adult Day Reporting Centers (ADRCs) for adults on probation, Post Release Community Supervision and Mandatory Supervision. Since July 20, 2010, ADRCs have operated in the north, central, and south areas of Sacramento County where populations of Probation clients are highest. ADRCs are intensive, on-site community supervision and intervention programs for criminal justice involved male and female clients, 18 years of age or older, who have been assessed as having a moderate to high risk to reoffend and have been identified as having

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high needs. Probation has partnered with Leaders in Community Alternatives, Inc. since November 2012 to provide these services (Board Resolution No. 2012-0808, 2015-0496, 2018-0420, 2019-0422, and 2022-0969). The current agreement expires on June 30, 2024.

In March 2022, the agreement was amended to add the Accountability Collaboration Treatment (ACT) program, which targets clients who have been assigned to the High-Risk Probation or Family Violence units. The ACT program offers evidence-based classes that help with Cognitive Behavioral treatment, employment services, housing resources, mental health services, and general education referrals. It offers individual case plans including assessments, case oversight, cognitive behavioral therapy, educational support, assistance with job placement and sustaining employment. The services are designed to enhance clients' conduct, judgement, capacity for self-sufficiency, and their ability to lead a lifestyle free from crime and substance use. Depending on a client's assessed needs, the multi-phased program can last between six and nine months, with aftercare for up to an additional three months.

After assessing current program needs, on November 17, 2023, Probation released Request for Proposal (RFP) No. 24-006 for ADRC Program Services via the Contracts and Purchasing Services e-procurement Public Purchase website and on Probation's public website to determine the Adult Day Reporting Center and Accountability Collaboration Treatment program service provider which best bet the needs of the County for this population. Leaders in Community Alternatives, Inc. was the only vendor that responded; however, is able to provide the expertise in implementing and facilitating the evidence based practice curriculum and programming services for adult clients under supervision to the Probation population as well as in other jurisdictions.

2. Agreement 25-0263: PWT United, Inc. DBA People Working Together – *Total Maximum Agreement Amount: \$75,000, for the term of July 1, 2024, through June 30, 2025*

The Sacramento County Probation Department has contracted with People Working Together (PWT) since January 2023 to provide emergency interim shelter to youth 18 years old or older that have been recently released from custody. The Probation Department determines if there is an immediate housing need and refers youth to PWT when needed.

Authorize The Chief Probation Officer To Execute Expenditure Agreements With Leaders In Community Alternatives, Inc. In The Amount of \$4,642,863, (\$1,547,621 Annually) For The Term Of July 1, 2024 Through June 30, 2027, PWT United, Inc. DBA People Working Together In The Amount of \$75,000 From July 1, 2024 to June 30, 2025, And The Sacramento County Office Of Education In The Amount Of \$1,576,000, (\$525,334 Annually) For The Term Of July 1, 2024 Through June 30, 2027

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Probation has previously contracted with PWT for one guaranteed bed space for youth. There is an increased need for bed space to be available for youth; as a result, Probation would like to contract with PWT to hold three (3) beds for youth. Probation has partnered with People Working Together since January of 2023 through an agreement executed under the Probation Chief's contract authority (agreement No. 23-0263). The current agreement ends June 30, 2024.

In addition to providing shelter and bed space, the emergency shelter includes data collection for all new participants; three (3) meals a day; clean linens, toiletries, and towels; laundry facilities; internet and other utilities; and a weekly check-in with PWT staff focusing on housing placement, job readiness, and life skills.

3. Agreement 25-0228: The Sacramento County Office of Education (SCOE) – *Total Maximum Agreement Amount: \$1,576,000, (\$525,334 annually) for the term July 1, 2024, through June 30, 2027*

On September 30, 2020, Governor Newsom signed Senate Bill (SB) 823, also known as Juvenile Justice Realignment. As a result, Probation and Juvenile Justice Coordinating Council Subcommittee members developed a local secure youth treatment facility, Valley Oak Youth Academy (VOYA), located within the YDF, to provide county-based care, custody, and supervision of youth who are realigned from DJJ or who would otherwise be eligible for commitment to DJJ prior to its closure. SCOE provides educational services to youth at VOYA with a greater focus on advanced studies and career development compared to what is offered to the general population, based on their age and high school graduation status. These services include post-secondary studies career technical education programming. Probation desires to continue to partner with SCOE to provide these services, which began in July 2023 (Board Resolution No. 2023-0646). As the provider of the on-site juvenile court school within the YDF, SCOE is uniquely qualified to provide education services to all youth and young adults within the YDF; as a result, an Exception to Bid is submitted in lieu of conducting a competitive bidding process.

FINANCIAL ANALYSIS

The table below provides the term, maximum agreement amount, and funding source for each agreement.

Authorize The Chief Probation Officer To Execute Expenditure Agreements With Leaders In Community Alternatives, Inc. In The Amount of \$4,642,863, (\$1,547,621 Annually) For The Term Of July 1, 2024 Through June 30, 2027, PWT United, Inc. DBA People Working Together In The Amount of \$75,000 From July 1, 2024 to June 30, 2025, And The Sacramento County Office Of Education In The Amount Of \$1,576,000, (\$525,334 Annually) For The Term Of July 1, 2024 Through June 30, 2027

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Contractors	Term	Maximum Agreement Amount	Funding Source
Adult Community Corrections			
Leaders in Community Alternatives	3 Years	\$4,642,863 (\$1,547,621 annually)	AB 109, SB 678, and General Fund
Juvenile Field			
People Working Together	1 Year	\$75,000	Juvenile Reentry Grant (JRG)
Youth Detention Facility			
Sacramento County Office of Education	3 Years	\$1,576,000 (\$525,334 annually)	SB 823, Prop 172, and General Fund

Funding to support these agreements has been included in Probation's Fiscal Year 2024-25 Recommended Budget (Budget Unit 6700000). Upon Board authorization, the agreements will be executed in accordance with approved appropriations in Probation's Fiscal Year (FY) 2024-25 Approved Recommended Budget.

Attachment(s):

RES – Resolution

ATT 1 – 25-0188 Leaders in Community Alternatives Agreement FY 2024-25

ATT 2 – 25-0263 People Working Together Agreement FY 2024-25

ATT 3 – 25-M0228 Sacramento County Office of Education Agreement FY 2024-25

RESOLUTION NO. 2024-0428

AUTHORIZE THE CHIEF PROBATION OFFICER TO EXECUTE EXPENDITURE AGREEMENTS WITH LEADERS IN COMMUNITY ALTERNATIVES, INC. IN THE AMOUNT OF \$4,642,863, (\$1,547,621 ANNUALLY) FOR THE TERM OF JULY 1, 2024 THROUGH JUNE 30, 2027, PWT UNITED, INC. DBA PEOPLE WORKING TOGETHER IN THE AMOUNT OF \$75,000 FROM JULY 1, 2024 TO JUNE 30, 2025, AND THE SACRAMENTO COUNTY OFFICE OF EDUCATION IN THE AMOUNT OF \$1,576,000, (\$525,334 ANNUALLY) FOR THE TERM OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the Sacramento County Probation Department (Probation) works with outside entities to provide services within the scope offered by Probation staff; and

WHEREAS, Probation desires to execute expenditure agreements with Leaders in Community Alternatives, People Working Together, and the Sacramento County Office of Education; and

BE IT RESOLVED that the Chief Probation Officer, or designee, be and is hereby authorized on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, to authorize the Chief Probation Officer to renew expenditure agreements with Leaders in Community Alternatives in the estimated Amount Of \$4,642,863, From July 1, 2024 Through June 30, 2027, People Working Together In The Amount Of \$75,000, From July 1, 2024, through June 30, 2025, and the Sacramento County Office of Education In The Amount Of \$1,576,000, From July 1, 2024, Through June 30, 2027; and

BE IT FURTHER RESOLVED that the Chief Probation Officer, or designee, is authorized to make administrative amendments, assign, terminate with or without cause, and/or amend the attached expenditure agreements to reduce the total contract amount as necessary for each agreement or to increase the maximum agreement amounts up to 10% or \$25,000, whichever is less, for each agreement for Sacramento County as necessary; and

Authorize The Chief Probation Officer To Execute Expenditure Agreements With Leaders In Community Alternatives In The Amount of \$4,660,863, For The Term Of July 1, 2024 Through June 30, 2027, People Working Together In The Amount of \$60,225 From July 1, 2024 To June 30, 2025, And The Sacramento County Office Of Education In The Amount Of \$1,576,000, For The Term Of July 1, 2024 Through June 30, 2027

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BE IT FURTHER RESOLVED that the Chief Probation Officer, or designee, is authorized to renew the attached expenditure agreements with People Working Together, and Leaders in Community Alternatives, Inc. for up to two additional one-year terms for each agreement.

On a motion by Supervisor Desmond, seconded by Supervisor Hume, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 11th day of June, 2024, by the following vote, to wit:

AYES: Supervisors Desmond, Frost, Hume, Kennedy

NOES: None

ABSENT: Supervisors Serna

ABSTAIN: None

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



ATTEST: *Florence Evans*
Clerk, Board of Supervisors

Pat O'Rourke

Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

JUN 11 2024

BY *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 *June 11, 2024*

BY *[Signature]*
Clerk of the Board of Supervisors

AGREEMENT

This Agreement is made and entered into as of this 1st day of July 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and LEADERS IN COMMUNITY ALTERNATIVES, INC., a California Corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY operates multiple Adult Day Reporting Centers (ADRC) incorporating validated evidence-based practices (EBP) programs and treatment services and desires to provide program and treatment services to the Adult Day Reporting Center Program and Adult Field Services for the Sacramento County Probation Department, hereinafter AGREEMENT; and

WHEREAS, COUNTY released Competitive Bidding Type No. 24-006 to determine the Adult Day Reporting Center And Accountability Collaboration Treatment program service provider which best met the needs of the COUNTY for this population; and

WHEREAS, CONTRACTOR is able to provide staff with expertise in implementing and facilitating the EBP curriculum and programming services for adult clients under supervision and is currently providing these services in other jurisdictions; and

WHEREAS, COUNTY and CONTRACTOR have executed previous agreements for provision of these services; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution No. _____ authorizing the Chief Probation Officer, or his designee, to execute this Agreement with CONTRACTOR for the provision of program and treatment services; 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 the date first written above and shall end on June 30, 2027, 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

Jake Villeneuve
Executive Director
Leaders in Community
Alternatives, Inc.
160 Franklin Street, Suite 310
Oakland, CA 94607

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 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

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 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 (72) 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 *(If 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 Five (5) 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.

(continued on the next page)

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**

**LEADERS IN COMMUNITY
ALTERNATIVES, INC. a California
Corporation**

By _____
Marlon Yarber
Chief Probation Officer

By _____
Jake Villeneuve
Executive Director

Date: _____

Date: _____

Execution of this Contract Delegated By
Board Resolution No. _____

Contractor's Employer's Tax Identification
Number # 94-3137891

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
LEADERS IN COMMUNITY ALTERNATIVES, INC.,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Facility Name(s): Adult Day Reporting Center – Central/North and
Accountability Collaboration Treatment

Street Address: 8745 Folsom Boulevard

City, State, Zip Code: Sacramento, CA 95826

Facility Name(s): Adult Day Reporting Center - South

Street Address: 7300 Lincolnshire Drive

City, State, Zip Code: Sacramento, CA 95823

II. DESCRIPTION OF SERVICES

A. CONTRACTOR shall provide the following services to clients who have been referred to and accepted by the Adult Day Reporting Centers and the Accountability Collaboration Treatment (ACT):

1. Program Development and Implementation: CONTRACTOR shall participate as a member of the Multidisciplinary Team (MDT) which includes:
 - a. Developing an Individualized Treatment Plan (ITP) for each client;
 - b. Participating in the ADRC meetings as needed for program updates, proactive program planning and problem solving;
 - c. Meeting with Probation Department staff as required for critical review to ensure services continue to be provided in the most effective and efficient manner possible;
 - d. Providing consultation and technical assistance regarding changes or enhancements to program delivery to ensure program efficacy.
 - e. Participating in orientation to new clients
 - f. As part of the MDT, providing input regarding appropriate services in the community.

2. Treatment Programs:
 - a. CONTRACTOR shall provide the Thinking For a Change evidence-based cognitive behavioral treatment curriculum which incorporates cognitive restructuring, social skills development and development of problem solving skills.
 - b. CONTRACTOR shall provide a substance abuse education and treatment curriculum that includes relapse prevention components along with other associated curriculum as approved by COUNTY.
 3. Transition/Re-Entry Services: CONTRACTOR shall provide services to assist ADRC clients with transitioning into the community including life skills, job placement and retention, educational/GED preparation and recreational/leisure activities.
- B. CONTRACTOR shall abide by the following Quality Assurance components when providing services through this agreement:
1. Facilitator authorization (if applicable): CONTRACTOR shall ensure that each facilitator of an authorized cognitive behavioral based curriculum/treatment is certified to facilitate the class. Certification is defined as meeting the training and competency requirements of the authorized trainer for the curriculum.
 2. Model adherence: Each evidence based curriculum/treatment provided is a validated curriculum/treatment. All curricula/treatment must be delivered as trained in order to meet the requirement of a validated curriculum. CONTRACTOR shall not invalidate the curriculum by making any changes to the validated format and content.
 3. Observation: As a continuous quality assurance component, the Probation Department or their designee shall conduct periodic observations of cognitive behavioral groups. The purpose of these observations is to ensure the curriculum is being delivered according to the model.
 4. Group Documentation: CONTRACTOR shall administer and/or maintain documentation for the conducted groups. This documentation may include, but is not limited to:
 - Pre and Post Tests
 - Group Summary Reports
 - Other Required Fidelity Documentation
 5. Curriculum completion: Each cognitive behavioral curriculum/therapy will be taught in accordance with the model.

Each session must follow the curriculum and the full course of the curriculum must be delivered.

- C. COUNTY and CONTRACTOR shall work together to develop weekly program schedules for delivery of services.
- D. COUNTY and CONTRACTOR shall meet as required to ensure that services continue to be provided in the most effective and efficient manner possible. This includes discussing options for maintaining adequate staffing levels for delivery of program services as described above during an extended leave or extended absence of staff.
- E. CONTRACTOR shall provide to COUNTY, at intervals determined by the MDT, reports regarding the following areas:
 - Program fidelity
 - Program participation and client satisfaction
 - Progress toward performance measures
 - Outcome measures on a monthly and annual basis
 - Performance measures on a monthly and annual basis
 - Other relevant data as identified by the MDT

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
LEADERS IN COMMUNITY ALTERNATIVES, 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 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. 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.
6. 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.

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.
(Not Applicable if CONTRACTOR has no employees)
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(Not Applicable if CONTRACTOR has no employees)

5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim.
6. Abuse or Molestation: Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.

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:** 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 of 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 Board of Supervisors, officers, directors, agents, employees and volunteers (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 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 Additional Insured Parties. Additional Insured applies to General Liability and Auto Liability.
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 Board of Supervisors, officers, directors, agents, employees and volunteers, 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
LEADERS IN COMMUNITY ALTERNATIVES, INC.,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is \$4,642,862 (\$1,547,621 per Fiscal Year) during the term beginning on the date this Agreement is executed, and ending June 30, 2027, for the work as described in Exhibit A, Section II, Description of Services.
- B. Reimbursement shall be based on CONTRACTOR's actual fees as per II, Budget below. Invoice documentation, to be included with the invoice, shall include copies of original source documents as follows:
1. Payment for services will be reimbursed upon receipt of copies of timesheets that verify hours billed.
 2. Services and supplies will be reimbursed upon receipt of copies of the original purchase receipts of paid invoices.
 3. Copies of class or program rosters, signed by the student.
 4. Copies of mileage logs that verify miles traveled.
 5. A schedule with the following information shall be provided:
 - Date service is provided
 - Clients name if applicable
 - Services provided
 - Number of hours served
- C. 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: Bounpone Phomthisane, Contracts Officer
ProbationContractInv@saccounty.gov

- D. Deliverables and monthly progress billing shall be approved by the Adult Day Reporting Center and Accountability Collaborative Treatment Program Manager and the Chief Deputy of the Adult Community Corrections and Adult Field Services Division.
- E. CONTRACTOR billing shall not exceed the budgeted amount for each service category per section II, Budget below. The Chief Probation Officer may reallocate ten percent (10%) of the total budget amount from/to different service categories outlined in the budget section upon mutual agreement between the COUNTY and CONTRACTOR.

II. BUDGET

The Budget for this Agreement is outlined below:

Service Description	Budget Amount (ACC)	Budget Amount (AFS)	Total Budget
			\$1,301,196
Personnel Expenses			
Program Director 1 FTE @ \$70.40 per hour	\$133,197		\$133,197
Lead Treatment Case Management 4 FTE @ \$45.23 per hour	\$264,867	\$88,289	\$353,156
Treatment Case Management 6 FTE @ \$39.13 per hour	\$458,408		\$458,408
Employment Specialist 2 FTE @ \$40.00 per hour	\$78,080	\$78,080	\$156,160
Substance Abuse Counselor 1 FTE @ \$40.00 per hour	\$78,080		\$78,080
Program Monitoring 2 FTE @ \$39.40 per hour	\$122,195		\$122,195
Group Treatment Sessions @ \$39.40 per session	\$110,630	\$9,456	\$120,086
Program Supplies and Operating Expenses			
(as authorized by Probation and reimbursed at actual cost)			
Client Support Services (Incentives, pro-social activities, etc.)			\$69,000
Program Curriculum	\$1,000	\$1,000	\$2,000
Client Supportive Services /	\$54,000	\$13,000	

Incentives/Client Food			\$67,000
Program Supplies and Equipment			\$22,139
Supplies	\$12,500	\$1,000	\$13,500
Equipment	\$6,480	\$2,159	\$8,639
Program Operating Expenses			\$35,200
Advertising	\$5,500	\$1,000	\$6,500
Travel	\$2,000	\$1,000	\$3,000
Training and Education (Staff) (ongoing only)	\$9,625	\$1,875	\$11,500
Communication	\$4,050	\$1,350	\$5,400
FileMaker Pro Database	\$7,700	\$1,100	\$8,800
Annual TOTAL for 3 ADRC Sites and AFS	\$1,354,312	\$199,309	\$1,547,621

AGREEMENT

This Agreement is made and entered into as of this 1st day of July, 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 interim shelter services to clients of the Probation department who have been recently released from custody; and

WHEREAS, CONTRACTOR operates a facility for interim shelter and has bed space available for Probation clients; and

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

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority 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 July 1, 2024 and shall end on June 30, 2025, 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.

(continued on the next page)

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

Name

Date: _____

Date: _____

Execution of this Contract Delegated By
Board Resolution No. _____
or

Contractor's Social Security or Employer's
Tax Identification No. 81-0688043

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): People Working Together
Street Address: 6600/6602 14th Avenue
City, State, Zip Code: Sacramento, CA 95820

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

II. DESCRIPTION OF SERVICES

- A. CONTRACTOR shall provide emergency shelter 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 three beds for Probation clients at the service location listed in Exhibit A, regardless if the bed is utilized or not. The use of additional beds are subject to need and/or availability. 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. Emergency Shelter 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. A hot dinner and breakfast as well as a hot or cold lunch to all program participants. The dinner meal will be nutritionally balanced with a selection of foods from the four main food groups.

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.
- D. CONTRACTOR shall adequately staff and monitor the program during hours of operation to insure ongoing safety, cleanliness, security, and success of the program.
- E. 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.
- F. 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.
- G. CONTRACTOR shall assess participants for vulnerability level and for possible placement in long-term stable housing.
- H. CONTRACTOR shall notify Probation when a participant is nearing 90 days of services and obtain approval prior to extending services beyond 90 days. Services extending beyond 90 days must be approved by Probation every 30 days.
- I. 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.
- J. 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, certified 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.
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: 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. 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 \$75,000 during the term beginning July 1, 2024, and ending June 30, 2025, 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 three beds was guaranteed to COUNTY, regardless of whether the beds were utilized or not, on a monthly basis. Any additional bed usage shall be billed for only those days when a Probation client occupied the bed. 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. 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.
- D. 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@saccounty.gov
- E. Invoices shall be approved by the Supervising Probation Officer as well as Chief Deputy or Assistant Chief Deputy of the Juvenile Field Services division.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SACRAMENTO COUNTY PROBATION DEPARTMENT
AND THE SACRAMENTO COUNTY OFFICE OF EDUCATION
FOR EDUCATION SERVICES AT THE YOUTH DETENTION FACILITY
VALLEY OAK YOUTH ACADEMY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the Sacramento County Probation Department (Probation) and the Sacramento County Office of Education (SCOE) as of _____, 2024 for the provision of education services at the Youth Detention Facility (YDF), Valley Oak Youth Academy (VOYA). SCOE and Probation are referred to jointly as “the Parties” or singly as a “Party.”

RECITALS

WHEREAS, Probation desires to facilitate access to post-secondary and career technical educational instruction for VOYA youth; and

WHEREAS, SCOE provides educational instruction and programming for youth; and

WHEREAS, both Parties intend to establish a collaborative model that fosters an educational and residential environment that nurtures the whole youth and consistently supports services that will meet the educational needs of youth; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution No. _____ authorizing the Chief Probation Officer, or his designee, to execute this Agreement with SCOE for the provision of educational instruction and programming; and

WHEREAS, Probation and SCOE have executed previous agreements for provision of educational instruction and programming for VOYA youth; and

WHEREAS, Probation and SCOE 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, Probation and SCOE agree as follows:

I. SCOPE OF SERVICES

The scope of services provided by SCOE and responsibilities of each Party, including joint responsibilities, shall be outlined in Exhibit A, attached hereto and incorporated herein by reference.

II. TERM

This MOU shall be effective and commence as of July 1, 2024 and shall

conclude June 30, 2027.

III. PAYMENT

Probation shall reimburse SCOE for post-secondary Career Technical Education (CTE) programming, college courses, and other advanced studies provided to VOYA youth. The maximum total payment amount under this MOU is \$500,000 for Fiscal Year (FY) 2024-25, \$525,000 for FY 2025-26, and \$551,000 for FY 2026-27.

FY 2024-25

Personnel		
Position	FTE	Estimated Cost
Instructor	1.0	
Career Technical Education (CTE) Instructor (Culinary)	0.5	
Transition Specialist	1.0	
Operating Expenses and Contracted Services *		
Contracted CTE Instruction & Training		
Indirect Costs		
Additional Staffing and/or Services *		
	TOTAL	

FY 2025-26

Personnel		
Position	FTE	Estimated Cost
Instructor	1.0	
Career Technical Education (CTE) Instructor (Culinary)	0.5	
Transition Specialist	1.0	
Operating Expenses and Contracted Services *		
Contracted CTE Instruction & Training		
Indirect Costs		
Additional Staffing and/or Services *		
	TOTAL	

(continued on next page)

FY 2026-27

Personnel		
Position	FTE	Estimated Cost
Instructor	1.0	
Career Technical Education (CTE) Instructor (Culinary)	0.5	
Transition Specialist	1.0	
Operating Expenses and Contracted Services *		
Contracted CTE Instruction & Training		
Indirect Costs		
Additional Staffing and/or Services *		
	TOTAL	

* Additional staffing, services, and/or CTE programming include work based learning certificates and programs, tutoring in college programming, arts programming, or supplemental learning services. Additional staffing, services, and/or CTE programming billing rates shall be mutually agreed upon before the commencement of any instruction, hiring, and or subcontracting.

- A. SCOE’s supporting documentation shall include financial reports reflecting details regarding actual monthly charges being invoiced. When completed, SCOE shall also include audit documentation reflecting the percentage of staff time dedicated to VOYA youth.
- B. SCOE shall make every attempt to provide a substitute each day for staff absences. Staff absences longer than three (3) consecutive days shall not be billed to Probation.
- C. While conforming with the Maximum Amount payable under this agreement, line items as listed in the Budget may be adjusted by SCOE by up to 10 percent without prior approval from the Probation. Line-item adjustments over 10 percent per fiscal year will require Probation approval. Line-item shifts may be requested by either Probation or SCOE in writing and may not increase or decrease the total contract amount. In the event that the contract amount is altered, SCOE may submit a revised budget with total expenditures not to exceed the amount of the revised contract amount.
- D. SCOE shall invoice Probation quarterly within 30 days of the end of each billing period. Invoices shall be approved by the Chief Deputy of the Youth Detention Facility, or designee. Probation shall provide payment to SCOE no later than 30 days following the receipt of an invoice.

SCOE shall submit invoices to:

Sacramento County Probation
Attn: Fiscal Services
8745 Folsom Boulevard
Sacramento, CA 95826
ProbationContractInv@saccounty.gov

Probation shall submit payment via check to:

Sacramento County Office of Education
Attn: Accounts Payable
P. O. Box 269003
Sacramento, CA 95826-9003
accountspayable@scoe.net

- E. SCOE will collect Average Daily Attendance (ADA) when applicable.
- F. SCOE may pay for facility improvements it requests of Probation beyond regular maintenance and repair at a price to be agreed upon in writing by the parties prior to any work being done on the improvements. For improvements requested by SCOE for specialized programs, Probation will be responsible for obtaining bids as necessary, and selecting and supervising contractors. SCOE may be responsible for the cost of such improvements, in which case Probation will provide SCOE with the quote for the work.

IV. INDEPENDENT CONTRACTOR STATUS

- A. The Parties agree that the relationship created by this MOU is that of independent contractors. Each Party shall have the sole authority to supervise and direct those activities and functions that are performed by its respective employees under this MOU.
- B. Responsibility for the personal and professional conduct of the assigned personnel shall remain with the employing Party.
- C. The respective employees of each Party are not employees or agents of the other Party and shall not have any right to act on behalf of, or bind, the other Party in any manner.
- D. Each Party will be responsible for the payment of all salary and benefits for its employees, including but not limited to workers compensation and medical, retirement, sick leave, vacation leave and similar employment benefits.

V. BENEFITS WAIVER

This contract does not bestow on employees of one Party the right to receive any salary, benefits and/or compensation from the other Party, including but not limited to: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, vacation, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to employees. Each Party agrees to indemnify and hold harmless the other Party from any and all claims for salary, benefits or compensation made by the indemnifying Party's personnel against the other Party due to work performed under this MOU.

VI. ALTERATION

- A. This MOU may be modified or amended by written amendment, signed by both parties.
- 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.

VII. 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:

Notice to Probation:

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

Notice to SCOE:

Sacramento County Office of Education
Attn: Nicolas Schweizer, Associate Superintendent, Business Services
P.O. Box 269003 (mailing)
10474 Mather Blvd. (physical)
Sacramento, CA 95826

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.

VIII. NON-DISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. SCOE and Probation agree and assure that they 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 SCOE or Probation, or recipient of services contemplated to be provided or provided under this MOU, because of the actual or perceived race, ancestry, marital status, color, religious creed, political belief, national origin, nationality, immigration status, ethnicity, ethnic group identification, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), genetic information, military and veteran status, medical condition (including HIV and AIDS), pregnancy, or physical or mental disability. SCOE and Probation shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of SCOE or Probation employees and agents, and recipients of services are free from such discrimination and harassment.
- B. SCOE and Probation represent they are in compliance with and agree that they 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. SCOE and Probation agree to compile data, maintain records, and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

IX. INDEMNIFICATION

SCOE shall defend, indemnify and hold harmless Probation, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of SCOE officers, directors, agents, employees or subcontractors.

Probation shall defend, indemnify and hold harmless SCOE, its Board, officers, directors, agents, volunteers, and employees, from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the

performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of Probation's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of Probation and SCOE that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective Boards, officers, directors, agents, employees, and volunteers. It is also the intention of Probation and SCOE that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its Board, officers, directors, agents, employees, volunteers, or contractors.

This indemnity shall survive the termination or expiration of the Agreement.

X. INSURANCE

Each party, at its sole cost and expense, shall carry insurance, self-insure its activities in connection with this MOU, or provide insurance coverage pursuant to a joint powers authority, and obtain and keep in force insurance or equivalent programs of self-insurance/joint powers insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance coverages.

XI. OPERATIONAL ISSUES-CONFIDENTIALITY

Any and all confidential student records accessed by either party through the other shall be kept in the strictest confidence and are not to be shared with any unauthorized third parties, in compliance with FERPA, HIPAA, California Education Code Section 49073, et seq. and any and all other applicable Federal and California laws and regulations.

Any personnel records of either Party, including complaints, are confidential and shall not be disclosed by the other Party unless required by law. Any other operational issues regarding confidentiality not specified in this MOU will be resolved by SCOE and Probation at an informal level as they arise.

XII. ENTIRE MOU

This MOU constitutes the entire MOU between the parties with respect to the subject matter herein.

XIII. 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 PROBATION to SCOE and it is later determined that SCOE 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. PROBATION may terminate this Agreement for cause immediately upon giving written notice to SCOE should SCOE 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, PROBATION may proceed with the work in any manner deemed proper by PROBATION. If notice of termination for cause is given by PROBATION to SCOE and it is later determined that SCOE 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. PROBATION may terminate or amend this Agreement immediately upon giving written notice to SCOE that funds are not available because: 1) Sufficient funds are not appropriated in PROBATION's Adopted or Adjusted Budget; 2) the PROBATION is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to PROBATION 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 PROBATION as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under paragraph A or C above, SCOE 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, SCOE 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 SCOE covered by this Agreement, less payments of compensation previously made. In no event, however, shall PROBATION pay SCOE 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. SCOE shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that SCOE can legally cancel.

XIV. 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 laws of the State of California. Any legal proceedings arising out of or relating to the performance of this MOU shall be venued in Sacramento County, California.

XV. FORCE MAJEURE

No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government, regulation, terrorism, disaster, strikes (of a third-party), civil disorder, curtailment of transportation facilities, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

XVI. SUBCONTRACTS AND ASSIGNMENTS

SCOE shall obtain prior written approval from Probation before subcontracting any of the services delivered under this Agreement. SCOE 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. SCOE shall be held responsible by Probation for the performance of any subcontractor whether approved by Probation or not.

This Agreement is not assignable by SCOE in whole or in part, without the prior written consent of Probation.

EXHIBIT A

SCOPE OF SERVICES

I. SCOE RESPONSIBILITIES

A. Service Location:

Sacramento County Youth Detention Facility
Valley Oak Youth Academy
9601 Kiefer Boulevard,
Sacramento, CA 95827.

B. Description of Services:

SCOE will provide post-secondary CTE, college courses, and other advanced studies for VOYA youth based on age and high school graduation status. SCOE shall provide an academic instructor and transition specialist to provide post-secondary studies as well as assist youth in transitioning to community colleges. In addition, SCOE will develop and implement CTE programming as part of the education services and programs offered to youth at VOYA.

1. Address the comprehensive needs of eligible youth and provide them with core academics, career and civic education, post-secondary awareness, interventions that are aligned with education standards, and evidence-based social-emotional practices.
2. Foster a physically, emotionally, and intellectually safe learning environment, positive school climate, relevant and engaging learning experiences, positive and caring relationships, and school activities that help youth feel connected with the school's program.
3. Enroll youth in school and evaluate youth upon enrollment for appropriate placement in classes.
 - a. Interview youth upon admittance and maintain records that document the youth's educational history including:
 - School progress/history;
 - English language testing and evaluation;

- Individualized services previously received; and
 - Discipline history.
 - b. Request each youth's educational records upon enrollment, including transcripts, Individual Education Programs (IEP), 504 Plans, state language assessment scores, immunization records, exit grades, and partial credits.
- 4. Notify eligible youth of post-secondary education and vocational opportunities.
 - a. Provide opportunities for youth to enroll in post-secondary institutions and provide dual credit as appropriate.
 - b. Provide youth with opportunities for career technical education and provide related equipment.
- 5. Utilize culturally responsive and trauma-informed approaches in providing instruction.
- 6. Implement evidence-based preventions and interventions in the classroom to promote positive behaviors.
 - a. Consistent with the Education Code and SCOE board policies and administrative regulations, SCOE staff will use disciplinary measures that result in a loss of instructional time (i.e., suspension or expulsion) only when required or permitted by law and after other means of correction have been attempted and failed. SCOE staff will document other means of correction that have been attempted.
 - b. If interventions are unsuccessful and a youth poses a danger to other youth, SCOE will contact Probation staff. Probation will implement appropriate behavioral interventions.
 - c. Separation or behavioral restraint will only be used to control behavior that poses a clear and present danger or serious physical harm to the youth or others that cannot be immediately prevented by a less restrictive response.

- d. If Probation deems separation to be appropriate, it will keep constant, direct observation of the youth during separation.
 - e. Probation will report to the VOYA principal all school-related behavioral interventions that resulted in separation, physical restraint, or mechanical restraint within 48 hours of implementing such disciplinary practices. Based on the information provided by Probation, SCOE will be responsible for filing related reports pursuant to Education Code section 49006.
 - f. The facility administrator, school principal, and appropriate staff may develop procedures for youth who have continuing difficulty completing a school day.
7. Assist youth in transitioning to community colleges by providing timely transcript evaluations (including partial credit calculations) and youth record transfers.
- a. SCOE will utilize a transition specialist who will act as a liaison with the community colleges.
 - b. SCOE will facilitate transition services with Probation to the extent possible.
-
8. Provide diagnostic testing, including testing for Adult Basic Education (TABE).
9. Create individualized academic plans.
10. Provide online academic programming and assessments.
11. Hire and supervise an appropriately credentialed teacher, as necessary.
12. Hire and supervise a transitional specialist, as necessary.
13. Provide an annual program evaluation conducted by a qualified outside agency or individual.
14. Provide Probation with any requested reports.

C. **Supplies:**

SCOE will provide all necessary educational program supplies where services are provided.

D. **Frequency of Service:**

SCOE will provide appropriate staffing five (5) days a week to provide services and programming.

E. **Outcome Measures Reports:**

SCOE will provide Probation with a report on outcome measures for services provided through this MOU. Outcome Measure reports will be due on the 10th day of each month for the prior month. An annual report will be due February 1st of the following year.

F. **Report Contents:**

SCOE and Probation will work together to decide the necessary reports required and the information they include.

G. **COVID Requirements:**

When SCOE needs to follow social distancing and/or other guidelines due to the COVID-19 pandemic or any other public health emergency, SCOE will provide the same services as described above virtually over phone, text, email, or video conferencing to the extent possible.

II. **PROBATION RESPONSIBILITIES**

Probation will provide a safe and secure environment for VOYA youth, promoting the health and well-being of the youth served in compliance with applicable legal requirements and Probation policies. Probation will extend the following services to facilitate SCOE's delivery of educational instruction:

- A. Maintain the safety and security of VOYA youth. SCOE's positive behavior management plan will be integrated into VOYA's overall behavioral management plan and security system.
- B. Timely provide SCOE with information necessary for enrollment and attendance in VOYA. Advise SCOE's principal of administrative decisions made by Probation staff that may affect the educational programming of youth.

- C. Ensure operational procedures do not interfere with the time afforded for VOYA's minimum instructional day. Work with SCOE's school principal regarding potential scheduling issues.
- D. Serve as positive role models and mentors to youth regarding career readiness, academic achievement, and mental and physical well-being.
- E. Provide SCOE with information regarding a youth's behavior that may impact the youth's education.
- F. Provide meals for youth that are in compliance with federal and state requirements.
- G. Consistent with Title 15, provide youth with exercise, recreation, and daily programming including, but not limited to, trauma focused, cognitive, evidence-based social interventions and activities designed to reduce recidivism based on a youth's individual needs.
- H. Provide regularly maintained and clean instructional facilities in which SCOE will deliver its educational services for youth, ensuring appropriate desks for youth and walls or boards upon which SCOE instructors may write or project.
- I. Deliver youth to the instructional facilities on a daily basis.
- J. Provide appropriately trained and certified Probation staff to supervise youth throughout SCOE's delivery of educational services.
- K. Assist with all behavioral incidents involving youth to the extent necessary.
- L. Remove or dismiss any youth for behavioral, safety or other significant concerns upon request of SCOE.
- M. Provide timely information to SCOE regarding a youth's release to help SCOE facilitate the youth's school placement in the community.
- N. Timely and regularly communicate with SCOE regarding youth and the educational programs being delivered by SCOE.
- O. Comply with Title 15 regulations and other applicable laws.
- P. Upon release, provide Probation supervision, services, and resources to youth who are under the jurisdiction of the juvenile court on an as-needed basis at the discretion of Probation.

III. JOINT RESPONSIBILITIES

- A. Probation and SCOE will meet bi-annually to review the goals and objectives of this MOU. The Parties will also meet as necessary to address any issues with the day to day operations or other concerns regarding provision of services through this MOU.
- B. Concerns about the provision of services should be brought to VOYA's principal or Probation's Chief Deputy at VOYA for appropriate resolution.
 - 1. In the event a complaint is lodged against the personnel of one Party, the employing Party will be responsible for investigating such complaint with the cooperation of the other Party, to the extent possible and in accordance with the law. In the event that a complaint concerns personnel from both SCOE and Probation, the parties agree to cooperate in the investigation.
 - 2. The Parties shall attempt, amongst themselves and in good faith, to promptly resolve any disputes that arise out of the performance of this MOU. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.