

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May 1, 2023, (Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Center for Volunteer and Nonprofit Leadership, a California nonprofit 501 (c)(3) Corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified to operate a volunteer referral program and is experienced in assigning community service work to adults and juveniles involved in County's criminal justice system; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ the services of Contractor to operate a volunteer referral program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services.

Contractor shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, "Prosecution of Work." In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation with County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County. Any request for removal by County will include a written explanation of the request, which will be based upon safety or legal issues, standards of professionalism, or other concerns germane to County's interests.

b. All persons assigned to perform services under this Agreement on behalf of the Contractor are subject to background investigations performed by or under the direction of the Probation Department.

c. All persons assigned to perform services under this Agreement on behalf of the Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

d. All licensed therapists assigned to perform services under this Agreement on behalf of Contractor shall submit copies of valid licensure from the State of California.

e. All persons assigned to perform services under this Agreement on behalf of Contractor shall submit certification of appropriate training to deliver proprietary programming.

f. Contractor shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Contractor's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

g. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professionals performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written notice to County.

h. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5 Access to Probation Department Facilities. Contractor shall be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Contractor shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Contractor. Contractor agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the budget set forth in Exhibit B. Payments made to the Contractor during the term of this Agreement shall not exceed \$450,000. Such payments shall be made within 30 days of presentation of an invoice by Contractor setting forth in detail the services performed, as described in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from May 1, 2023 to October 31, 2024, unless terminated earlier in accordance with the provisions of Article 4 below. The County has the option to extend the term of this Agreement two (2) times for a period of one (1) year per extension on the same terms and conditions as set forth herein.

4. Termination.

4.1 Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving fifteen (15) days' written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, or terminates funding which the County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

4.4 Delivery of Work Product and Final Payment upon Termination. In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5 Payment upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities,

disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work (Exhibit A) or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be

confidential and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Contractor and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.

10. General Administration Requirements.

10.1 Reporting Requirements.

10.1.1 Contractor must comply with all data and information requests by the Probation Department. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Contractor’s associated costs.

10.1.2 Quality Assurance and Outcome Reporting: Contractor shall apply, document, and report on the quality assurance measures detailed in a quality assurance plan and collect and report on outcome measures detailed in a data collection strategy agreed upon and signed by both parties. These documents may be modified at any time as agreed to in writing by both parties. Contractor shall deliver these data to the Probation Department annually in a written report and during quality assurance visits, as well as when available and requested by the Probation Department.

10.2 Fiscal Management. Contractor shall maintain a financial management system to ensure control over the use of funds received by the Contractor in accordance with generally accepted accounting principles and cost allocations and Office of Budget Management (OMB) circulars A-87, Cost Principles for State, Local and Indian Tribal Governments; A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and A-122, Cost Principles for Non-Profit Organizations, as applicable.

10.3 Audit Requirement. Contractor shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and in accordance with Office of Management and Budget (OMB) Circular A-133, as appropriate. Contractor shall provide the results of such annual audits to County.

10.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Contractor shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the five years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit. Such records shall include:

- a. Referral information;
- b. Logs of beginning and ending dates of service for each client;
- c. Notices of successful or unsuccessful completion of any programming;
- d. All files, including personnel files;
- e. All time sheets and documentation to support salary and benefit cost expenditures and service and supply expenditures; and
- f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.

10.5 Records Disclosure. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Contractor associated with this Agreement.

10.6 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Contractor, Contractor shall report that income to County for directions as to its disposition in accordance with instructions received by County from the State of California. Contractor agrees to comply with any instructions it receives from County in this regard. In the event Contractor receives any compensatory credits and refunds, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to County.

11. Representations of Contractor.

11.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

11.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

11.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

11.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

11.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this

Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

11.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

11.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any

information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

11.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

13. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14. Method and Place of Giving Notice, Submitting Bills, and Making Payments. All notices, bills, and payments shall be mailed or emailed to the address(es) requested by County or Contractor.

Notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the email addresses to which notices are to be sent by giving written notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the

event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EXHIBIT A: SCOPE OF WORK

Program Overview

The Court Referral Services program offers an alternative sentencing option in the form of community service for adults and youth referred from the Superior Court, Sonoma County Probation, and other Sonoma County agencies, focused on accountability rather than punishment. The program commonly serves mandated participants who cannot afford to pay a court imposed fine, for whom a fine or jail appears inappropriate, or where community service work is a mandated condition of sentence or diversion. Community service sanctions may be used in combination with fines, jail time, and probation as part of a total sentence. Additionally, through a statewide cooperative system (CLASP), the program may serve Sonoma County residents who have been assigned community service assignments in other jurisdictions or participants residing in Sonoma County who receive referrals from other jurisdictions.

Community service provides referring agencies balanced restorative sentencing alternatives that are both a consequence and a benefit to the offenders. As a restorative option for sentencing, the court referral program seeks to connect offenders to organizations, providing opportunities for participants to learn new skills, build healthier relationships, and practice the value of service to others, all while satisfying mandated service. Participants will work at one or more community agencies that align with their professional and personal development goals and within any restrictions. A diverse array of work assignments will be available, such as cleaning parks, feeding the elderly and hungry, and serving other community needs. Organizations currently in the program include Sonoma County Fairgrounds, Sonoma County Veterans' buildings, Humane Society, public schools, radio stations, fire districts, food banks, police departments, and thrift stores.

The program begins with an intake session, during which a restorative case plan is developed that incorporates accountability with personal development, as appropriate and agreed upon by referring agency. Participants complete an intake form to assess their availability and any volunteer restrictions. Questions to identify options for the participant are based on proximity to school, work, or home and availability to match with an organization. Contractor will assess for risk factors and any participant restrictions, based on referral source and case factors, as agreed upon by referring agency.

Additionally, Contractor will ensure that recipient organizations have a broad range of hours and days to accommodate the participants' schedules. Contractor will also consider transportation abilities when making placements, including verifying that work sites are accessible by public transportation. Contractor will modify placement options based on participants' offenses and the recipient organizations' limitations, if any, to achieve a satisfactory match for both.

Once assignments begin, Contractor will monitor participants' attendance and performance and communicate progress to the referring agencies at the requested frequency.

Contractor intends not to deny service to any participants from referring agencies. If Contractor determines that participants are unable to successfully participate for reasons such as safety or health concerns, it will provide other service options. For example, if mental or medical concerns arise, Contractor will attempt to find suitable alternatives or supervise participants at Contractor's office. If alternative assignments prove unsuccessful, or at any time a participant is deemed to be unsafe, then Contractor may close case and inform referring agencies in writing of the reasons for closure.

Program Staff

Contractor will provide staffing as follows, assuming the referral rate is at least 4,500 per year and the activation rate is at least 75 percent or other combinations of referral and activation rates that result in at least 3,375 active participants per year. Contractor will notify County in writing within 30 days of any changes to staffing described below.

Program Director (1.0 FTE) is responsible for program development, strategy implementation, day-to-day management, and research on potential funding opportunities. The Program Manager is also responsible for maintaining communication with judges, commissioners, County staff, criminal justice diversion services staff, state parole officers, and alternative sentencing programs (CLASP) throughout the state. Director identifies optimal placement sites for referrals

While all Bilingual Case Workers are the first point of contact for program participants there are varying levels of responsibility that set our case workers apart.

Case Worker (Minimum of 3.0 FTE Maximum of 6.0 FTE based on funding and caseload) facilitates intake process and provides case supervision and management of a caseload of adult and juvenile Probation and Superior Court participants, help coordinate referral participants, and supports the program case monitoring and reporting back to our justice partners. It is anticipated that the case workers in an expanded leadership role will support the program director ensuring cases are closed and data is reported to the referring agencies in a timely manner. Case Workers will also manage a youth caseload of Sonoma County Office of Education and Homeless Court participants, help coordinate referral participants, and support the program case monitoring. Contractor shall make its best effort to ensure the majority of case workers are bilingual in Spanish.

Depending on funding from Sonoma County Office of Education and St.Vincent de Paul for Homeless Court this position will be added:

Specialty Programs Case Worker 2 – (0.5 FTE) Depending on funding from Sonoma County Office of Education and Homeless Court participants, helps coordinate referral participants, and supports the program case monitoring.

Participants are interviewed by a Case Worker or the Program Director. All staff is trained to interview participants, process agency changes, extensions, and transfers to assist participants in a timely manner.

While participants will make the final decision on where they would like to work, the Case Worker determines initial work assignment options based on community need and agency site restrictions. The Case Worker will provide time sheets and instructions for volunteer verification. Progress checks are made by telephone, email, or text, to the worksite or to the participant. Changes in assignments are made as needed. Case Workers also assist in pre and post-assessments with the participants, and referrals as necessary and other components of the restorative case plan. Court Referral Program staff will perform nonprofit site visits to continually monitor the training and supervision of participants.

Separation of Populations

Contractor will keep youth and adult referrals separate during all phases of program participation within its control, including scheduling intake appointments at Contractor locations during youth only office hours and assigning youth clients to organizations limiting contact with adults.

Hours of Operation

Contractor is available by telephone Monday through Friday from 9:00am to 5:00pm excluding Holidays. As we transition back to in-person services as of March 15, 2023, the Contractor's office in Santa Rosa shall be open to the public by appointment only Monday through Thursday from 9:00am to 6:00pm and Friday's until 2pm. Contractor now provides all forms electronically and interviews are conducted telephonically and may be held in-person if needed by appointment as indicated above.

* Hours may change by written agreement between County and Contractor 30 days in advance.

Quality Assurance Plan and Data Collection Strategy

Contractor will apply, document, and report on the quality assurance measures detailed in a Quality Assurance Plan and collect and report on outcome measures detailed in a Data Collection Strategy agreed upon and signed by both parties. These documents may be modified at any time as agreed to in writing by both parties. Contractor will deliver these data to the Probation Department and the Superior Court of California Sonoma County annually in a written report and during quality assurance visits, as well as when available and requested by referring agencies.

EXHIBIT B: FEE SCHEDULE

Fees to County

County will pay Contractor for services provided under this Agreement based on the fees set forth in this Exhibit, which specifies agreed upon rates and guidelines for County's payments to Contractor. Contractor shall not charge County for any other costs or fees unless prior written approval is obtained from County. INES

Except as described below, County shall pay Contractor \$25,000 per month during the term of this Agreement for each month of January through November. Following each November, County shall pay Contractor or receive a credit from Contractor such that total annual payments correspond to the following table.

Annual Number of Referrals (January 1 through December 31)	Annual Payment
More than 7,000	\$250,000
6,501 – 7,000	\$265,000
5,001 – 6,500	\$275,000
4,501 – 5,000	\$285,000
Up to 4,500	\$300,000

Example: If 5001 referrals were made during the year, the annual payment due would be \$275,000. As of the 11th month invoice, County will have paid Contractor \$275,000 (\$25,000 per month times 11 months). In this case, zero-dollar invoice for month 12.

During the final five (5) months of the term of this Agreement, if the annualized number of referrals is trending above 4,500, County may reduce monthly payments to Contractor such that the annual payment will correspond to the table above. Once the calendar year and Agreement terminate, County or Contractor will make any payment due to the other per the table above.

Number of referrals refers to the combined number of individual referrals during each calendar year (January 1 through December 31) from the Sonoma County Superior Court of California, the Sonoma County Probation Department, and any other State or County agency for which participant fees would be paid under this Agreement. In the event of a disagreement between County and Contractor regarding number of referrals, County and Contractor staff shall meet within 10 business days to attempt to resolve the disagreement. If this meeting fails to resolve the disagreement, Contractor's Executive Director shall meet with the Probation Department's Chief Probation Officer or Deputy Chief Probation Officer within 10 business days of the prior meeting.

Fees to Participants

Except as described below, Contractor may charge participants according to the following table. Although Contractor may request full participant fees during intake sessions, flexible payment options will be offered. For example, if fees exceed \$60, participants may pay half of the fee during intake and the remaining half upon program completion. In all cases, Contractor will work with participants to minimize any barriers to participation that fees might pose.

Number of Hours Requested by Referring Agency	Participant Fee
Up to 16 hours	\$40
17 to 25	\$50
26-49 hours	\$70
50-99 hours	\$95
100-149 hours	\$110
150-199 hours	\$150
200-299 hours	\$170
300+ pay \$250 per year of supervision if they finish in a year they only pay once or increase tiers as shown below	\$250.00
300-399 hours	\$185
400-499 hours	\$210
500 or more hours*	\$260

** Participants requiring monitoring for more than one year may be charged additional fees, which will not exceed \$250 for each additional 500 hours served. In addition, participants extended beyond two years from original assigned case date may be charged \$60 for each additional year, in addition to the fee of \$250 for each additional 500 hours served.*

Contractor will provide fee waivers or reductions as follows:

- Participants referred from the Probation Department’s Juvenile Division or the Adult Work Release Program will pay no fees. This includes all Juvenile Diversion, Wardship, Juvenile Justice or Informal Supervision cases. This exception does not include juveniles referred from the Court Traffic Calendar.
- Contractor will allow all participants to file a fee waiver request and extend a 50 percent fee waiver to those who receive benefits from Supplemental Security Income, county General Assistance programs, or the Supplemental Nutrition Assistance Program. Contractor may offer fee reductions to other participants on a case-by-case basis.
- Fee waivers may be limited for participants with two unsuccessful cases within two years of activating the first case, in order to discourage unreasonable dependence on waivers.

If participants fail to pay fees according to an agreed upon schedule, Contractor may close their cases and report to the referring agencies the number of hours that participants performed prior to case closure. However, if participants whose cases have been closed subsequently verify additional volunteer hours served, before due date or closed date if closed pre-maturely, Contractor will amend its records to reflect these hours.

Invoices

Contractor's invoices shall include the following information:

- Current period and year-to-date revenues received from County and participant fees.
- Current period and year-to-date number of referrals separated by referring agency, program, and age (adult versus juvenile).
- Current period number of referrals interviewed.
- Current period number of referrals not interviewed and the reason for not interviewing.
- Current period number of cases closed and participant outcome (completed all assigned work, completed part of assigned work, etc.).
- Current period demographic reports for adult and juvenile referrals that include gender, age ranges, employment status, ethnicity, offense type, and whether referrals were interviewed.

Expenses not expressly authorized by this Agreement will not be reimbursed.

EXHIBIT C: INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employers' Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. County of Sonoma, its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “F” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
- c. If Contractor’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Contractor arising from the negligence of Contractor, Contractor’s employees and Contractor’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation

coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation—Court Referral Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
600 Administration Drive, Suite 104J
Santa Rosa, CA 95403

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its

sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.