

Standard Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of December 1, 2019, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and InterFaith Shelter Network, Inc., a nonprofit public-benefit corporation 501(c)(3) authorized to do business in the State of California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified California non-profit corporation, licensed, certified, and experienced in operating supportive housing and case management services for justice system-involved individuals; and

WHEREAS, in the judgment of the County of Sonoma Board of Supervisors, it is necessary and desirable to employ the services of Contractor to provide supportive housing and case management services for individuals referred by the Sonoma County Probation Department (hereinafter "Probation").

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

1. 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. 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. All provisions of the Agreement shall apply to any employee, subcontractor, consultant, or other agent that is engaged in services related to this Agreement subsequent to the effective date of this Agreement. Contractor hereto shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the county, and no such transfer shall be of any force or effect whatsoever unless County shall have so consented.

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.

b. All direct service personnel must be fingerprinted before performing any services under this Agreement. Contractor's employees shall follow the fingerprinting procedure set forth in Exhibit C, attached hereto and incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Contractor's employees for working with the participants served under this Agreement.

c. 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 Probation.

d. 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 policies regarding PREA.

e. 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.

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

g. 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.

h. 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 consent of County.

i. 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 Facilities. Contractor shall be permitted access to Probation 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 policies and procedures and any directives issued by Probation 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 on a time and material/expense basis in accordance with the budget set forth in Exhibit B, attached hereto and incorporated herein by this reference provided, however, that total payments to Contractor shall not exceed \$1,250,000 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by Probation. The bills shall show or include all of the information 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 14. 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 December 1, 2019, through November 30, 2022, unless terminated earlier in accordance with the provisions of Article 4. County has the option to extend the term of this Agreement two (2) times for a period of one (1) year per extension at the same terms and conditions as set forth herein. If County exercises its options to extend this Agreement, it shall increase the rates as set forth in Exhibit B.

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 five (5) 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 D, 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 participant 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 participant 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 Probation of such court order or subpoena prior to compliance.

10. General Administration Requirements.

10.1 Reporting Requirements. Contractor must comply with all data and information requests by Probation. 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.

10.2 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 participant;
- 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, 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 made in writing and shall be given by personal delivery, U.S. Mail, courier service, or email. Notices, bills, and payments shall be addressed as follows:

TO COUNTY	TO CONTRACTOR
Probation Administration Sonoma County Probation Department 600 Administration Drive #104J Santa Rosa, CA 95403 Email: brad.hecht@sonoma-county.org	InterFaith Shelter Network IFSN Housing Programs 2455 Bennett Valley Road C-200 Santa Rosa, CA 95404 Email: interfaithshelter@comcast.net

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the email (for a payment on or before the due date), (2) the sender has a written confirmation of the email, and (3) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes to the recipient addresses may be made by giving 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.

CONTRACTOR:

COUNTY: COUNTY OF SONOMA

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: 

By:

David Koch, Chief Probation Officer

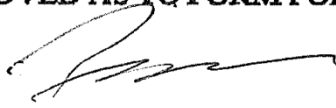
Name: Pamela Wallace

Date: _____

Title: Executive Director

Date: 11/20/19

APPROVED AS TO FORM FOR COUNTY:

By: 

County Counsel

Date: 11-22-19

CERTIFICATES OF INSURANCE ON FILE:

By: _____

Brad Hecht, Fiscal Analyst

Date: _____

EXHIBIT A: SCOPE OF WORK

1. PROGRAM OVERVIEW

- 1.1. Program Description: Supportive housing provides structured drug- and alcohol-free temporary shelter to adults who encounter the justice system, especially focusing on individuals to whom the Superior Court grants pretrial release from custody contingent upon their receiving supportive services. Services include intensive case coordination to stabilize participants with mental health and substance abuse issues and assist their transition into permanent housing. Additionally, the program includes quality assurance and outcome reporting plans to ensure high-quality program implementation and allow Probation to evaluate program performance.
- 1.2. Number of Beds: Contractor will provide at least eight (8) dedicated beds. All beds will be available for Probation referrals only. County will pay a fixed monthly rate for facilities, regardless of how many beds are used.
- 1.3. Program Length: Contractor and Probation will determine length of stay on a case-by-case basis except that Contractor may discharge participants at any time whom it believes may pose a safety concern to themselves or others. Program length will depend upon the duration of the adjudication process, as well as residents' progress in achieving program goals. Following adjudication, Contractor will confer with Probation to determine participants' housing options, which could include remaining in the same house, moving to another Contractor facility, or moving to permanent housing with the assistance of Contractor's placement services.
- 1.4. Hours of Operation: Contractor will operate and supervise the facility 24 hours per day, 365 days per year.
- 1.5. Target Population: Probation will refer homeless individuals with mental health and substance abuse issues who have been granted pretrial release from custody. This population could include males, females, registered sex offenders, and individuals with other current or former serious or violent charges or convictions.
- 1.6. Staffing: Job titles, required educational levels, and responsibilities of staff assigned to the program are as follows:

EXHIBIT A: SCOPE OF WORK

Title	Required Degree	Responsibilities
Program Director	None	Directs programs, provides staff training and consultation, ensures fidelity, monitors quality assurance and results
Associate Director	None	Assists Program Director in providing training and consultation to staff
Clinical Supervisor	Master's	Supervises interns and trainees
Program Manager/Lead Case Manager	Master's	Manages day-to-day program operation oversight, does in-custody assessments
Clinical Case Manager	Master's	Provides case management and support
House Monitor	None	Supervises facility
Office Manager/Data Specialist	None	Enters data into Homeless Management Information System database and tracks results
Case Manager/Counseling Intern	Master's in progress	Individual and process group counseling, mental health services
Program Manager of Training and Communications	None	Training coach and consultant, interpreter (bilingual)
Case Manager of Training and Communications	None	Training coach and consultant, interpreter (bilingual)

Contractor will provide staffing at the levels necessary to complete the requirements of this Exhibit A, with the provision that Contractor will provide 1.5 fulltime equivalents of master's level clinical case management.

2. TRANSITIONAL HOUSING FACILITIES

As of the starting date of this Agreement, Contractor will house participants at the following facility on which Contractor holds a current lease:

Facility	Number of Beds	City
Petaluma Hill Road	At least 8	Santa Rosa

The Petaluma Hill Road facility contains five bedrooms, three bathrooms, common areas for services and meetings, washer and dryer, and a back yard. A staff office between the bedrooms will allow staff to maintain separation between males and females. Contractor may substitute comparable owned or leased locations for that above at any time as agreed to in writing by County and Contractor. The facility will house referrals from Probation only, unless otherwise agreed to in writing by County and Contractor.

The facility will include supervision 24 hours per day, 365 days per year by an on-site supervisor or case manager. Supervising personnel will ensure that residents adhere to facility rules, and are responsible for the cleanliness and upkeep of facilities, sign-in/sign-out sheet compliance and curfews, chore completion, and drug testing. Supervising personnel will report non-compliance or other issues to the Program Director. The

EXHIBIT A: SCOPE OF WORK

Program Director will immediately report potential safety incidents to Probation as described in Section 5.4 of this Agreement.

Facilities must meet all applicable federal and state regulations for transitional housing, and Contractor will address any repair and maintenance issues as they arise. Additionally, Contractor's facilities must adhere to the standards described in Exhibit E, attached hereto and incorporated herein by this reference.

Contractor will provide meals on an emergency basis. Contractor will not be responsible for providing personal items except as described in Exhibit E.

3. CASE COORDINATION

- 3.1. Participant Assessment and Intake: Upon referral from Probation, Contractor will review participant needs with Probation and schedule initial assessments. Contractor's master's-level clinical staff will conduct initial bio-psycho-social assessments at Contractor's offices, in custody, or in a treatment setting. During assessments, Contractor will assess whether referrals are within Contractor's scope of practice and competence and which services are needed.

Following assessments, Contractor will arrange transportation to Contractor's office for the intake process, which explains services, program rules, and expectations to participants. Contractor will require that participants sign an agreement indicating that they understand the rules and agree to receive services. Following the intake process, Contractor will enter participants into the Homeless Management Information System database.

Following the intake process, Contractor will arrange transportation to the housing facility.

- 3.2. Required Services: Contractor will require that participants perform the following services unless doing so would conflict with participants' work schedules, medical needs, or alternative direction from Probation. Services will occur at the Petaluma Hill Road facility, at Contractor's office, or at other locations agreeable to Contractor and Probation.

Stabilization Plan: Contractor will require that participants develop a stabilization plan, with staff assistance as needed, which will address the elements necessary for participants to successfully live in the community following their stay at Contractor's facility.

House Meetings: Weekly meetings at facility locations will review topics such as behavior modification, communication, problem solving, and skill building. Contractor will additionally provide these services individually as needed or requested by County.

EXHIBIT A: SCOPE OF WORK

Counseling: Contractor will have participants attend at least three individual counseling sessions with the option to attend additional sessions indefinitely, as well as all weekly process group sessions. These services will be conducted by licensed therapists or master's level interns under the supervision of a clinical supervisor. Individual counseling session topics will include anger management, relapse prevention, conflict resolution, life skills, and any other topics as agreed upon by Probation and Contractor.

Employment Preparation: Contractor will provide employment-focused group sessions at least monthly and individual mentoring as needed and will refer participants to Job Link.

Housing Workshops and Placement: Contractor will have participants begin developing a permanent housing plan immediately upon acceptance into housing. Contractor will provide permanent housing resources via its Rapid Re-housing Program, with emphasis on permanent housing search, placement, and retention. Workshops will prepare participants to budget for housing, complete rental applications, and communicate with potential landlords. As appropriate, housing placement will include referrals to community partners, including Contractor's companion programs.

Case Management: Contractor will hold at least two individual case management meetings per month. During these meetings, Contractor will monitor attendance, compliance with facility rules, behavior, and progress towards goals, as well as assess additional needs such as skill building, money-management, employment preparation and search, income, support systems, and permanent housing resources.

- 3.3. Additional Housing Services: As applicable, Contractor will provide the following additional case coordination services.

Healthcare, Food, and Benefit Assistance: Contractor will allow the Sonoma County Human Services Department to provide outreach services at Contractor's main office to assist with applications for the County Medical Services Program, CalFresh, and General Assistance.

Credit Counseling: As needed, Contractor will provide assistance and referrals to credit counseling services.

Other Services: As needed, Contractor will refer participants to the following programs: 12-Step and other substance abuse programs, educational resources (e.g., GED Programs, Santa Rosa Junior College Certificate), County General Assistance, CalFresh, County Medical Services Program, Rent-Right and Rent-Up, Rapid Re-Housing, Transitional Employment Program, and Section 8 vouchers.

EXHIBIT A: SCOPE OF WORK

- 3.4. Communication Services: As needed to facilitate communication with participants, Contractor will provide language assistance via staff interpreters, arrangements with local organizations providing interpretation or translation services, or other interpretation services.

4. QUALITY ASSURANCE AND OUTCOME REPORTING

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 in writing by Contractor and Probation. These documents may be modified at any time as agreed to in writing by Contractor and Probation. Contractor will deliver these data to Probation annually in a written report and during quality assurance visits, as well as when available and requested by Probation.

During the first six months of this Agreement, Contractor will meet up to six times as requested by Probation to develop quality assurance plans and data collection procedures. Following this initial period, Contractor will meet as requested by Probation up to twice per year to refine quality assurance plans and review plan compliance and outcome results.

5. ADDITIONAL ROLES AND RESPONSIBILITIES

- 5.1. Contractor will have full discretion to either accept or reject referrals from County. Contractor will explain the reasons for any rejected referrals, which will generally relate to safety concerns.
- 5.2. Payments from County to Contractor per Article 2 of this Agreement constitute the entire compensation for services described herein. Contractor will charge no additional fees to County or participants for these services.
- 5.3. Contractor will allow Probation to fully access housing facilities at all times, with no advance notice required. During facility visits, Probation may search all portions of facilities and may perform drug testing of residents.
- 5.4. Contractor will immediately notify Probation of any problems that could jeopardize public safety. Problems may include, but are not limited to, new arrests; failure to return home by the curfew time; indications of potential drug or alcohol usage; violence and other behaviors that might pose a public risk; and suspected engagement in criminal conduct. In the event of a potential immediate threat to public safety, Contractor will call 9-1-1 first and then call Probation per the following instructions:

EXHIBIT A: SCOPE OF WORK

- During Normal Business Hours (**8:00 a.m. – 5:00 p.m., Monday through Friday**):

1. Contact the participant's assigned Probation Officer;
2. If unable to reach the assigned Probation Officer, Contractor will call the Adult Probation switchboard at **(707) 565-2149** and ask to speak with the Probation Officer's supervisor. If the supervisor is not available, request the Officer of the Day.

- Outside Normal Business Hours:

Contact the Probation Juvenile Hall front desk, operational 24 hours per day, 7 days per week, at **(707) 565-6300**.

EXHIBIT B: FEE SCHEDULE

1. OVERVIEW

This Exhibit B describes County's payments to Contractor for services provided under this Agreement, as well as allowable charges and required documentation from Contractor.

2. FEE SCHEDULE

- 2.1. Payments made to Contractor during the term of this Agreement will not exceed \$1,250,000.
- 2.2. For all services described in Exhibit A, County will pay monthly rates as follows. Year 1 refers to the first 12 months of service beginning on the date that Contractor and Probation agree to begin providing the services described in this Agreement.

Date	Year 1	Year 2	Year 3
Monthly Rate	\$31,649	\$32,647	\$33,677

If County exercises its options to extend this Agreement, it will pay a monthly rate of \$34,739 in year 4 and \$35,834 in year 5.

- 2.3. Contractor will not charge County or participants for any other costs or fees unless County provides prior written approval. If County approves other charges, invoices detailing the charges and copies of receipts for reimbursable expenses must accompany payment requests.
- 2.4. In addition to the provisions of Article 2 of this Agreement, Contractor's invoices will provide the following information: facility name, participant name, participant Probation File Number if applicable, participant start date, participant end date, days in residence, and exit destination. Relocating from one Contractor facility to another constitutes an exit, which Contractor will document accordingly on invoices.

EXHIBIT C: FINGERPRINTING PROCEDURE AND BACKGROUND CHECK

Any individual who may provide services under this Agreement, or who otherwise has one-on-one contact with probationers that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form and submit it to the Probation Administrative Aide or Human Resources (HR) Liaison. Forms may be faxed to 707-565-2503.
2. Call Probation HR Administrative Aide, at 707-565-2798 to begin the fingerprinting process and to receive instructions on scheduling your fingerprinting appointment.
3. Provide HR Administrative Aide with the following information for the livescan form: Name, AKA’s, Address, Place of Birth, Sex, Date of Birth, Social Security Number, Height, Weight, Eye Color, Hair Color.
4. The livescan form will be emailed to the applicant prior to the day of their appointment or applicants who do not have access to email can make arrangements to pick up the fingerprint form from the HR Administrative Aide at the Probation Department accounting office, La Plaza B, Suite B210, Santa Rosa.
5. Take the form to the Sheriff’s Department located at 2796 Ventura Avenue, Santa Rosa, or to the Juvenile Justice Center at 7425 Los Guilicos Road in Santa Rosa, where the fingerprinting procedure will be completed. You will be required to present your California Driver’s License at your fingerprinting appointment.
6. Return the fingerprint form to HR Administrative Aide at the Probation Department immediately following your appointment.

EXHIBIT C: FINGERPRINTING PROCEDURE AND BACKGROUND CHECK

Agreement to Background Check

I, _____, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I understand that Probation will be notified of subsequent contact with law enforcement once the fingerprints are submitted, and that Probation may revoke my access to Probation clients and data based on information received. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

(Witness Signature must be completed before this form is sent to Probation HR)

EXHIBIT D: 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 (Attn: Probation Department, 600 Administration Dr., #104J, Santa Rosa, California 95403) shall be endorsed as additional insureds for liability arising out of operations by or on

EXHIBIT D: INSURANCE REQUIREMENTS

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.

EXHIBIT D: INSURANCE REQUIREMENTS

- 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: Transitional Housing for Felony Offenders.
- 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
Attn: Probation Department
600 Administration Dr., #104-J
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.

EXHIBIT E: MINIMUM STANDARDS FOR RESIDENTIAL HOUSING FACILITIES

Contractor will operate and maintain the facility per the following standards.

Home

The residential structure, maintenance, and landscaping will be kept in a manner equal to or better than the surrounding neighborhood.

House Furniture

Clean, functional, and unbroken furniture with no major rips or tears must be present at all times.

Living Room

A living room must be present, providing sufficient space and furniture for relaxed, seated assembly.

Sleeping Areas

- Sleeping areas must include beds and bedding for each resident.
- Sleeping areas must include a dresser or drawer space, as well as closet space for each resident.
- Bedrooms are the only rooms to be used as sleeping areas.
- Bedrooms used as sleeping areas may not be used for any other purpose.
- Proof of county and/or city building permits is required for any remodeled and/or newly built bedrooms in use.
- No room may be enclosed within another unfinished room, including a garage.
- Each room may have no more beds than is reasonable for the size. If bunk beds are used, the room must be large enough to comfortably fit twin beds on the floor and dressers for each individual. Bunk beds may be used to maximize space but not to put more people than reasonable into a room.

Kitchen and Dining Areas

- Dining room tables and chairs must be suitable for meals.
- Kitchen and dining tables must be kept clear and available for dining.
- Space must be provided for dry food storage.
- Five cubic feet of cold food storage per person must be provided (approximately one large refrigerator per four people).
- Adequate dishes, cooking utensils, and dish soap must be provided.
- Adequate hot water for dish washing must be provided.

Bathrooms

- One bath towel per person must be provided.
- At least one bathroom must be provided for each five residents.

EXHIBIT E: MINIMUM STANDARDS FOR RESIDENTIAL HOUSING FACILITIES

- A house monitor will monitor bathrooms for cleanliness.
- Adequate hot water for bathing must be provided.

House Monitor

- A house monitor will monitor safety and sobriety of residents.
- The house monitor has not had, and agrees not to have, sex with residents.
- The house monitor will assure that cleanliness of the interior and exterior of the residence is maintained.
- The house monitor must be clean and sober and agree to submit to drug and alcohol testing upon request of County, with no advance notice required. Periodic drug and alcohol testing of house monitor also must be conducted by Contractor and the dates and results documented.
- Plumbing and electrical requests must be responded to and addressed within 24 hours. Non-urgent maintenance requests must be responded to and addressed within one month.
- Cleaning supplies, toilet paper, hand soap, and laundry soap must be provided.
- Waste must be removed promptly.
- Records of signed house rules and resident agreements must be maintained and kept for at least two years post-discharge.
- Working smoke detectors and a fire extinguisher must be present in every kitchen.
- Contractor's phone number must be located in a conspicuous place for residents to call with any concerns about the residence or house monitor.

Signed Agreement

Before moving in, residents must sign an agreement stating, at a minimum, the following house rules:

- No alcohol, drug use, or smoking is allowed on the property.
- No alcohol, items containing alcohol, or drugs are allowed on the property.
- Anyone possessing drugs or alcohol, under the influence of drugs or alcohol, or refusing to submit to a drug or alcohol test will be required to vacate immediately.