

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of January 01, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Boys & Girls Club of Sonoma-Marín (Boys & Girls Club), a California non-profit corporation (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified California non-profit corporation, specializing in providing early intervention, prevention and case management services for juvenile offenders; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the provision of delivering programming to Sonoma County juvenile offenders currently, or formerly, detained in Juvenile Hall, Probation Camp or Residential Treatment who need support transitioning back into the community.

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 Consultant's Specified Services. Consultant shall perform the following services within the times or by the dates provided herein. Upon request of County and at the direction of the Sonoma County Probation Department, Consultant shall provide services for the benefit of Sonoma County juveniles pursuant to the "Juvenile Probation Program." The specific services Consultant shall provide under this Agreement are detailed in the Scope of Services which is attached to this Agreement as Exhibit "A" and incorporated herein. Should there be any conflict between this Agreement and the documents attached as Exhibit "A", the terms of this Agreement shall prevail. The County does not guarantee any minimum or maximum amount of work under this Agreement.

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

1.3 Performance Standard. Consultant 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 Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, including internal quality assurance processes appropriate to ensure the service is delivered as designed, as well as the

requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant'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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant 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.** Consultant, and all of its subcontractors who provide services under this Agreement, shall comply with the following requirements regarding personnel.

- a. Consultant 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 Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. All direct service personnel must pass a background examination and be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in Exhibit "D", incorporated herein by this reference. Fingerprint reports shall be forwarded to the County's Chief Probation Officer for review. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the Youth served under this Agreement.
- c. All persons assigned to perform services under this Agreement on behalf of Consultant are subject to background investigations performed by or under the direction of the Probation Department.
- d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.
- e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of a valid licensure from the State of California.
- f. All persons assigned to perform services under this Agreement on behalf of consultant shall submit certification of appropriate training to deliver proprietary programming.
- g. Consultant 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. Consultant is responsible for arranging for training, as prescribed by the Auditor's Office, for the new Executive Director or Financial Director within 60 days of their assuming their new positions. Consultant'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. In the event that any Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5 Program Referrals. The only individuals who may participate in the Consultant's programs under this Agreement are those who have been referred to the program by the County or who are eligible for the program based on criteria approved by the County. All referrals must be submitted on approved County forms. For all program services, Probation will contact minor and family participants to notify them of referral to services. Consultant shall contact family of referred minor and report the status of contacts within ten (10) business days of Probation's referral form. Participation of any individual not referred by the County or through the procedures established herein shall result in the disallowance of the Consultant's costs associated with the participation of that individual in Consultant's program.

1.6 Access to Probation Department Facilities. Consultant may be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant 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.

2.1 Payment Amount. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the rates set forth in the budget and Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by this reference. Total payments to Consultant shall not exceed Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500) covered under the term of this agreement, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved materially the same as Exhibit F. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.2 Monthly Billing Statements. The Consultant will submit Monthly Invoices within 10 business days after the end of the month in which the services were rendered. Each invoice shall be supported by financial statements, in the formats attached hereto as Exhibit F as follows: (a) Client Sign-In Sheet; (b) Group Sign-In Sheet; (c) Client Tracking Sheet; and (d) Extension/ Suspension of Services Form. County shall provide descriptions or samples of the identified reports upon Consultant's request.

2.3 Manner of Payment. Payments shall be made by County within 30 days of presentation of the Monthly Invoices by Consultant for services performed in the designated month.

Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.4 Funding and Program Changes. The County reserves the right to modify levels of funding for programs and renegotiate program budgets, if needed, due to increases or decreases in funding from the State. The County also reserves the right to request changes in program design to accommodate a change in circumstances or a change in State requirements. The County Chief Probation Officer has authority to request and approve program design changes that do not significantly alter this Agreement.

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 Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant 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 Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant 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 Consultant 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, Consultant 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 January 01, 2020 to June 30, 2022 unless terminated earlier in accordance with the provisions of Article 4 below. Consultant's obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination. Upon expiration of the initial term, County and Consultant may extend the term of the agreement for **three (3)** additional one year terms contingent on the availability of funds. Extensions will be executed by both parties prior to the expiration of the existing term. All termination provisions of Article 4 below apply to each of the extensions, unless amended in writing by County and Consultant.

#### 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 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant 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 Consultant written notice of such termination, stating the reason for termination.

4.3 Termination for Non-Appropriation. County may terminate this Agreement at any time, upon giving Consultant thirty (30) days written notice, for any of the following reasons:

- a. County has exhausted all funds legally available for payments to become due under this Agreement;
- b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;
- c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
- d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant 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 Consultant 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, Consultant 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 Consultant.

4.5 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 Probation Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant

agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant'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 Consultant's expense, subject to Consultant'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 Consultant 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, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "E", which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant'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 Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant 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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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 Consultant 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 Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant 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. Consultant and its directors, officers, employees, agents, and subcontractors shall comply with the provisions of Section 10850 of the Welfare and Institutions Code to ensure that:

9.1 All applications and 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 herein.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient of services provided under this Agreement.

9.3 Consultant agrees to inform all of its directors, officers, employees, agents, and subcontractors of the provisions of Welfare and Institutions Code section 10850, and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

9.4 With respect to any media coverage, Consultant and its directors, officers, employees, agents and subcontractors shall comply with all confidentiality requirements as set forth above.

#### 10. General Administration Requirements.

10.1 Client Entry and Exit Forms. Consultant shall complete Entry and Exit forms, to be provided by the County. Consultant shall provide the completed form to the County within five (5) days of the date the entry or exit occurred. County shall provide descriptions or samples of the identified reports upon Consultant's request.

10.2 Client Tracking Forms. Consultant shall complete a Client Tracking Form to be provided by the County. Consultant shall provide the completed form to the County on a semi-monthly schedule, on the tenth (10<sup>th</sup>) business day of every month, and on the last business day of every month. County shall provide descriptions or samples of the identified report upon Consultant's request.

10.3 Reporting Requirements. Consultant must comply with all data and information requests as required by California Government Code 30061 and Sonoma County 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 Consultant's costs associated with the participation of the particular Youth in Consultant's program. In addition, Consultant shall comply with the following:

10.3.1 Consultant shall provide separate reports (data and outcome measures) for each program as described in Exhibit "C."

10.3.2 Consultant shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.

10.4 Fiscal Management. Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

10.4 Audit Requirement. Consultant 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 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular), as appropriate. Consultant shall provide the results of such annual audits to County.

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

- a. Referral and enrollment information;
- b. Notices of termination, and successful and unsuccessful completion;
- c. Attendance records and time sheets for Youth;
- d. All files referring to Youth, 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.

10.6 Records Disclosure. Consultant 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, including records to verify the consistent application of quality assurance processes as described in Exhibit "C". Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.

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

## 11. Representations of Consultant.

11.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release.

11.2 Status of Consultant. The parties intend that Consultant, 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. Consultant 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, Consultant 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. Consultant 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. Consultant 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 Consultant becomes debarred, consultant has the obligation to inform the County

11.4 Taxes. Consultant 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. Consultant 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 Consultant'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, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

11.5 Records Maintenance. Consultant 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. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

11.6 Conflict of Interest. Consultant 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. Consultant 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, Consultant 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 Consultant's or such other person's financial interests.

11.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply 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, Consultant 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, Consultant 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, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other 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. Consultant 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. Consultant 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 Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant 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 of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

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



recipient. Changes may be made in the names and addresses of the person to whom notices are to be given 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. Consultant 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. Consultant 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. 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.

CONSULTANT: \_\_\_\_\_  
(B&GC)

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

APPROVED AS TO  
SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

**Program Services and Strategies:** Every component of THE CLUB (services inside Juvenile Hall while youth are detained) and REACH (services outside Juvenile Hall within communities) programs will strive to mitigate the unhealthy behavior of at risk youth. REACH will use wraparound case management programming that uses Positive Youth Justice as its building blocks of success for youth. Youth will be matched with a Mentor (Case Manager) for the duration of the program. Boys & Girls Club will guide youth in developing and practicing new skills and build confidence by learning and doing. They will help youth find belonging by becoming an active member of pro-social groups and learning to place a high value on being a part of a larger community.

This trauma-informed approach provides evidenced based programs, wraparound case management, and prosocial activities to all enrolled youth. These programs are designed to give these young people opportunities to reflect and think critically about their lives, be successful at new skills, and engage with one another in positive ways.

The program will align with the OJJDP Comprehensive Gang Model and utilize OJJDP best practices including assertive engagement case management tools. REACH coordinates with over 25 active community partners to create a safety net of intervention for each young person in the program.

Many of these partnerships exist with formal service partner agreements. Each of these partners is critical to the success of the Members. The Boys & Girls Club understands the importance of collaborative and coordinated care for youth in the community. Youth are served in times of acute crisis (like losing housing or needing documents from multiple agencies for school enrollment) and less critical times that require steady and ongoing intervention. These partnerships enhance the program by providing a community of support for each youth receiving services. These partners participate in the program (by presenting to the members, expediting referrals, and sharing resources).

Boys & Girls Club will monitor quality through a rigorous continuous quality improvement cycle & the activities. They will have quality coaches on staff (in-kind to this proposal) who help ensure all services & programs are implemented with fidelity to maximize impact on

the youth. They will use the research-based tool called Youth Program Quality Intervention & have invested in over 80 hours of staff training for its implementation.

Service delivery model will include the following key components (all are already developed and in practice with similar youth):

- State of the Art facilities in each community of service
- Individualized Case Management, phased for increased independence
- Academic Support
- Evidenced based programs
- Pro-social activities
- Supervised Community Services (including court ordered service)
- Mental Health Services
- Family based Services

Youth participation and treatment will be developed through individual treatment plans (Individual REACH Plans) and have access to high-quality programs listed below (see Table 1), prosocial activities, meaningful community service, and educational fieldtrips.

Program participation includes Evidence-Based Programs listed in Table 1 align to the PYJ core assets and practice domains. Each of these programs conclude with a graduation celebration. For many of these youth, it may be their first tangible success in a lifetime, or very long time at least. These steps build character and resiliency, adding to the skills that are acquired in the programs.

After these programs, staff members and mentors will give youth the opportunity to participate in pro-social activities of interest. These pro-social activities lay an important ground work of positive relationships that will help the youth build upon positive attachments in the community & make better choices as a result. All programs will be offered in the Spanish Language as well as English.

The relationship between Boys & Girls Club and youth will begin during youth detention inside juvenile hall which includes five hours of exposure (dosage) to pro-social and evidence-based programming weekly. This allows the creation of a treatment plan accurately targets specific risk factors for each youth with appropriate programs and services as



suggested in the RNR model above. In addition, this builds credibility, trust and a mentoring relationship by understanding the whole environment of the youth served.

## PROGRAM STRUCTURE

**THE CLUB @ JUVENILE HALL:** All Club programming is designed to provide opportunities for meaningful community engagement, connections to caring and supportive adults as well as building leadership skills and recognizing achievements. The youth who attend The Club have the opportunity to select upcoming programmatic emphases and can drive program discussions to situations relevant to their lives. Boys & Girls Club will encourage youth to have influence in their lives and at their Club. The programs are designed to give youth opportunities to reflect and think critically about their lives, be successful at new skills and engage with one another in positive ways.

The Club@ Juvenile Hall will be open all year for youth 5 days per week (as mutually agreed upon) 5 hours each day. Eligible youth in Juvenile Hall will have the opportunity to attend The Club 5 hours a week. Program sessions are 2.5 hours each week with 2.5 hours of pro-social recreation & leisure activities. Life Skills/Cognitive Programs are rotated every 4 weeks. Youth participate until release.

**REACH:** Within the first 30 days of release, the goal is to have every REACH member securely housed, employed, and pursuing further education (secondary or post-secondary). Specific activities following attainment of these goals depend on the goals set by each youth during pre-release. Youth complete the REACH program within 12-18 months of release depending on the needs of each Member.

In practice, Enrolled REACH youth receive one-on-one case management in a multi-phased, tiered program that includes a minimum of: 24 hours face to face case management and mentorship, 33 hours of academic and occupational skill building workshops, 6 hours on the job shadowing & on-the-job (OJT) training, 6 hours community service, and 2 incentive excursions.

The curriculum is designed to address targeted criminogenic factors as outlined in the PACT assessment of residents. See table 2.

Pre-release treatment at The Club includes Evidence-Based Programs aligned to the PYJ

core assets and practice domains. Each of these programs conclude with a graduation celebration. For many of these youth, it may be their first tangible success in a lifetime. These steps build character and resiliency, adding to the skills that are acquired in the programs. After these programs, youth are given the opportunity to participate in pro-social activities of interest with caring staff members and mentors. These pro-social activities lay an important ground work of positive relationships that will help the youth upon re-entry.

As a youth gets closer to re-entry, communication intensifies and Boys & Girls Club begins to develop the case plan in collaboration with the Probation Officer and family (when appropriate).

Enrolled youth will receive one-on-one case management in a multi-phased program that begins immediately upon referral & enrollment. Boys & Girls Club will develop team-based after-care plans with the full support of families, probation officers, and other staff. From this conversation, each youth is assisted creating an Individual REACH Plan (IRP) to guide their work in the program. These plans are individualized and outcome-based.

Outreach & Engagement: Incarcerated youth that meet agreed upon behavior standards will be eligible for the program. Club staff will visit Units where there are eligible youth that choose not to attend, to inquire about their reasons and to encourage participation.

Incarcerated & Adjudicated youth that meet agreed upon standards outlined above are eligible for the REACH program. REACH staff are embedded into programs at The Club @ Juvenile Hall to build positive relationships with use. Eligible youth are invited to express interest in the REACH program by completing an interest form. This begins the REACH enrollment process. REACH mentors visit units where there are eligible youth to inquire about their desire to make positive change upon returning to the community.

Boys & Girls Club will work in collaboration with all levels of probation staff & treatment team to align treatment to the youth's RNR assessment (Positive Achievement Change Tool, or PACT). This allows the Boys & Girls Club to create a treatment plan accurately targeting specific risk factors for each youth with appropriate programs and services as suggested in the RNR model.

The program designed to be completed in 6 phases (outlined below in Table 3) with

decreased Case Manager (Mentor) involvement over time. Phase 1 of the program begins with a targeted case meeting for each youth. With counselors, probation officers, Juvenile Corrections Counselors present when appropriate, Boys & Girls Club will carefully review each Member's PACT assessment.

Club Mentors (youth) begin meeting with families during this first phase; family involvement is key to success. As the youth move through case management phases, connection and collaboration with and the family continues. The program is designed to address any barriers to success for these young people, which often means addressing and treating family issues or conflicts.

Currently enrolled youth receive one-on-one case management in a multi-phased program that begins before leaving Juvenile Hall and continues for 12-18 months after release (See Table 3 below). Case management, probation collaboration, family participation, neighborhood outreach, academic support and coordination with relevant services in the community build a strong support system that help reduce recidivism keeping youth reoffending and on a path toward success.

Daily attendance will to logged for REACH and Club participation; logs will be submitted with the invoice. REACH youth will have the opportunity to complete their service hours while participating in the program. Attendance will be shared with probation upon submission of the monthly invoices. This will include date of referral, program entry date, program exit date (and reason if early exit) and whether or not the case was considered successful or unsuccessful. Detailed case files will be created to track complete participation for each youth. Case file documents will be based on the Office of Justice Programs case management best practices and can be shared with probation officers or community partners with permission.

See table 4.

Equity and Inclusion: Boys & Girls Club will endeavor to achieve racial and cultural equity in all programs and to serve young people where they live, hire bicultural, bilingual staff, and offer key training in equity & inclusion each year. Additionally, they will offer 180 hours of professional development to the team to ensure success working with vulnerable populations. The training helps to deliver successful programs in a trauma-informed way that each youth & family can

effectively receive.

Boys & Girls Club currently operates programs in the following Sonoma County communities: Cloverdale, Geyserville, Healdsburg, Windsor, Guerneville, Monte Rio, Larkfield-Wikiup, Santa Rosa, Roseland, Rohnert Park, and Petaluma.

SECTION V - Geographic Service Access: Boys & Girls Club will serve any youth living in Sonoma County. They have 40 Clubs in operation, and can provide quality community service opportunities close to each youth's home. This will eliminate the need for extensive transportation to Santa Rosa for each activity. Supervised activities can occur in each of the communities where Boys & Girls Clubs already serve youth: Cloverdale, Geyserville, Healdsburg, Windsor, Guerneville, Monte Rio, Larkfield-Wikiup, Santa Rosa, Roseland, Rohnert Park, and Petaluma. They can also provide service opportunities for youth living in Sonoma through the partnership with Boys & Girls Clubs of Sonoma Valley.

**Exhibit A**  
**Scope of Work continued**  
**Tables**

**Table 1**

<b>Program</b>	<b>PYJ Practice Domain</b>	<b>Criminogenic Factor Addressed</b>
Moral Reconciliation Therapy (MRT) MRT® is an objective, systematic treatment system designed to enhance ego, social, moral, and positive behavioral growth in a progressive, step by step fashion.	Relationships Health	Anti-social attitudes & behavior Family Stressors Substance Abuse Mental Health
Aggression Replacement Training (ART) Social Skills Training Teaches participants what to do, helping them replace antisocial behaviors with positive alternatives.	Relationships Health	Anti-social attitudes & behavior Family Stressors Substance Abuse
Boys Council: This participative, youth led program addresses conditions and risks and builds on protective factors, for ages 9-18	Creativity Community Relationships	Anti-social attitudes & behavior
Interactive Journaling is a self-directed resource for participants to start the process of making positive life changes.	Creativity Relationships Health	Anti-social attitudes & behavior Mental health
Power of Presentation: members learn how to prepare and present a speech, includes lessons in building confidence and self-esteem.	Work Education	Community Anti-social attitudes & behavior
Your Voice, Your Vote: Educates members about the purpose and benefit of voting. Provides tools for understanding our government, and the importance of becoming a productive, caring and responsible citizen.	Work Education	Community Anti-social attitudes & behavior
Passport to Manhood, SMART Girls, & DATE SMART: encourages healthy attitudes necessary to be young men & women of character within their communities & families. Creates awareness of self in relationship to others.	Relationships Health	Family instability
Healthy Habits: Helps members develop a knowledge base to acquire healthy habits regarding nutrition, substance abuse, exercise, all while making fun, healthy snacks	Health	Substance abuse
Job Ready: Assists members with how to find a job, fill out an application, create a resume and cover letter, dress for success, interview well, and how to behave on the job tips.	Work	Lack of employment stability and educational achievement
Trade Talks: Combines both job education with the benefits of learning about different career endeavors. Educates teens about some of the job or trade through community speakers.	Work	Lack of employment stability and educational achievement
Success Skills: members develop the essential skills to become a successful	Work Education	Lack of employment stability and educational

person by organizing their lives, setting goals, and managing their time, solving problems, and finding motivation to positive growth.		achievement
Keystone: This unique leadership development experience provides opportunities for young people ages 14 to 18. Keystone Clubs aim to have a positive impact on members, the Club and community.	Community	Lack of pro-social leisure activities
Around the World: Introduces and familiarizes members with the culture and basic geography of various countries of the world. Inspires them to think about their lives in a positive way.	Community	Lack of pro-social leisure activities
Sports Leagues & Programs (Ex: Soccer, Basketball, Flag Football, Dodge Ball)	Health Community	Lack of pro-social leisure activities
Fine Arts, Performing Arts, & Digital Arts (Ex: Water colors, Pastels, Dance, Improv, iPad Learning labs)	Creativity	Lack of pro-social leisure activities

Table 2

<b>Criminogenic Factor (&amp; Personal/ Social Competence Developed) - Program Addressing Factor</b>	
Lack of employment stability, achievement & lack of educational achievement (Planning for future and future life events, commitment to good use of time, personal and social responsibility)	<p>Job Ready: Assists residents with how to find a job, fill out an application, create a resume and cover letter, dress for success, interview well, and how to behave on the job.</p> <p>Trade Talks: Combines both job education with the benefits of learning about different career endeavors. Educates teens about job/trades through speakers.</p> <p>Success Skills: Residents develop the essential skills to become a successful person by organizing their lives, setting goals, and managing their time, solving problems, and finding motivation to positive growth.</p>
Anti-social attitudes & behavior (Critical thinking & reasoning skills, Personal & Social Responsibility, Positive Family Communication, Good Coping & self- regulation skills,)	<p>Power of Presentation: Residents learn how to prepare and present a speech, includes lessons in building confidence and self-esteem.</p> <p>Your Voice, Your Vote: Educates residents about the purpose and benefit of voting. Provides tools for understanding our government, laws, and the importance of becoming a productive, caring and responsible citizen.</p> <p>A Better Way: Based on the principles of aggression replacement training (ART), Members learn to include ways to reduce stress and anxiety, decrease destructive behavior, gain confidence, improve self- control, and make positive changes in behavior.</p> <p>A Work of Heart: Based on the Interactive Journaling (IJ) Curriculum, this program encourages Members to put pen to paper to create and reflect about their lives and the impact of their daily attitudes, beliefs, and decisions.</p>
Family stressors (Family communication, good coping & self- regulation skills, sense of connectedness and social integration)	<p>Passport to Manhood &amp; SMART Girls: encourages healthy attitudes necessary to be young men &amp; women of character within their communities &amp; families. Creates awareness of self in relationship to others.</p>
Substance abuse (Health habits, essential life skills, planning for future & future life events)	<p>Healthy Habits: Helps residents develop a knowledge base to acquire healthy habits regarding nutrition, substance abuse, exercise, all while making fun, healthy snacks</p> <p>SMART Moves: encourages healthy attitudes and positive decision making toward substance abuse resistance and dangerous sexual behavior.</p>
Lack of pro-social leisure activities (Healthy habits, commitment to good use of time, planning for future & future life events, sense of connectedness.)	<p>Around the World: Introduces and familiarizes residents with the culture and basic geography of various countries of the world. Inspires them to think about their lives in a positive way.</p>

Table 3

<b>Re-Entry Case Management Plan</b>	
Phase 1: Pre- Release (Begins 4 weeks prior to release date)	Intake Interview (1 hour) Parent / Family Meeting (1 hour) Member Agreement Meeting (1 hour) Community Service & Post Release Plan (1 hour)
Phase 2: High Contact Post Release (1-2 Months)	2 Face to Face Mentoring Sessions per week (1 hour each) 5 check in phone calls per week Parent/ Family Meeting (1 hour) 2 Community Service sessions per week (1 hour each) 1 Community Field Trip (1 hour) 2 Goal Setting Support Workshops (1.5 hours each) Pro-Social Activities to match interest as appropriate 1 Academic Preparation or Intervention Session per week (1.5 hour each) 4-8 Pre-employment & career exploration workshops offered weekly using Tackling Tough Skills & other BGC developed programs (1.5 hours each) 1 Job Shadow Experience aligned to in demand industry sectors and/or align to a specific occupation (2-5 Hours each)
Phase 3: High/Moderate Contact Post Release (1-2 Months)	1 face to Face Mentoring Session per week (1 hour each) 2 check in phone calls per week Parent / Family Meeting (1 hour) 2 Community Service session per week (1 hour each) 1 Community Field Trip (1 hour) 1 - 2 College Program Tours including credential & certificate programs (2-4 hours each, offered monthly) 2 Money Matters workshop offered monthly (2 hours) 1 Job Shadow Experience aligned to in-demand industry sectors and/or align to a specific occupation (2-5 hours each)
Phase 4: Moderate Contact Post Release (2-6 Months depending on need of Member)	Face to Face Mentoring Sessions biweekly (1 hour each) 1 check in phone calls per week 2 Community Service sessions per week (1 hour each) 1 Community Field Trip (1 hour) 1-3 Education & Career linkage workshops for Post-Secondary Students through 1:1 support (enrolled in PSE with focus on laddering towards career goals) 1-3 Career skills workshops to promote retention & advancement
Phase 5: Moderate/ Low Contact Post Release (2-6 Months depending on need of Member)	Face to Face Mentoring Sessions monthly (1 hour each) Check in phone calls biweekly Community Service Reflection & Evaluation 1 Community Field Trip (1 hour)
Phase 6: Low Contact Post Release (1-2 Months depending on need of Member)	Face to Face Mentoring Sessions (as needed) Check in phone calls biweekly Year 2 Goal Setting Session



Table 4

<b>REACH WRAPAROUND Case Management Strategies</b>	
Finding and attracting appropriate clients (Wraparound element: Client centered service delivery)	We work with County probation to identify appropriate clients based on their PACT assessment.
Intake and assessment (Wraparound element: Coordinated & Collaborative, Goal-Oriented, Flexible)	We use data to best serve the youth in our program. We intervene in their lives with a keen understanding of their experiences in the juvenile justice system. We are the only agency to have full access to each youth's official probation assessment and use it to design individual plans. We use this plan to help the youth set goals in each PYJ domain area (ie: Work, Education, Health).
Intervening in the community-OUTREACH (Wraparound element: Coordinated & Collaborative, Sustained)	We outreach to youth in the hall and in their neighborhoods, at their places of employment and education, and in their homes. We involve their families. Successful community intervention requires formal, documented relationships with multiple agencies and sectors. As listed above, we have these relationships with over 25 entities creating a safety net for youth on the first day of their release.
Implementing and monitoring the service plan (Wraparound element: Accountable, Flexible)	Together with the County and Probation leadership, families, and the youth, we implement our programs and case management plans based on community needs, assessment data, and youth desires. The programs we've offered to members at the Club are directly requested by the youth, staff, and probation officers to best equip the youth for a positive outcome. We measure their progress against their goals & ability to make positive change. We alter the plans we needed to match their needs.
Evaluating the effectiveness of case management (Wraparound element: Flexible, Sustained)	Over the 8 years we've operated The Club @ Juvenile Hall, we've evaluated our offerings and implemented new activities, programs, and interventions based on the needs of the community. We conduct these evaluations by surveying youth, staff, and community. We are proud to say that our young people provided the youth voice for the Partnership's Community Needs Summary.

**EXHIBIT B  
BUDGET**

**Juvenile Hall Programming and Youthful Offender Re-Entry Services  
Boys & Girls Club of Sonoma-Marin**

<b>Fiscal Year</b>	<b>FY1920</b>	<b>FY2021</b>	<b>FY2122</b>	
Line Item Description / Period	01/01/20 06/30/20	07/01/20 06/30/21	07/01/21 06/20/22	Total Program Budget
Staff Salaries	60,000	120,000	120,000	300,000
Staff Benefits	7,500	15,000	15,000	37,500
<b>Total Salaries &amp; Benefits</b>	<b><u>67,500</u></b>	<b><u>135,000</u></b>	<b><u>135,000</u></b>	<b><u>337,500</u></b>
Rental / Lease of Facility				
Utilities / Building Maintenance				
Telephone / Communications				
Equipment Rental / Lease / Maintenance				
Office Supplies / Expenses				
Staff Mileage / Travel				
Staff Training / Conferences				
Other Supplies				
Other/Recruitment				
<b>Subtotal Services &amp; Supplies</b>				
Indirect Costs @14 %				
<b>Program Budget Total</b>	<b><u>67,500</u></b>	<b><u>135,000</u></b>	<b><u>135,000</u></b>	<b><u>337,500</u></b>

Monthly invoices will be \$11,250 accompanied by attendance tracking logs.

If the option to extend the contract term per Item 3. is exercised, rates shall increase by the annual fiscal year rate of increase of the Consumer Price Index of Northern California or 3.0%, whichever is lower, annually after the end term of the initial contract period.

## **EXHIBIT C**

### **QUALITY ASSURANCE AND OUTCOMES**

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 both parties.

These documents may be modified at any time as agreed to in writing by both parties. 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.

**EXHIBIT D**  
**Juvenile Probation Fingerprinting Procedure for Community Based Organizations**

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

1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.
2. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.
3. CBO staff-member will contact the Probation HR, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. CBO Staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.

### 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 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 E**  
**County of Sonoma Contract Insurance Requirements – Template #5**

With respect to performance of work under this Agreement, Consultant 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 Consultant 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.

**Workers Compensation and Employers Liability Insurance**

- a.** Required if Consultant 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 Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant 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.

**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 Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- 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. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant 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 Consultant 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 Consultant 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.

#### 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 Consultant currently owns no autos, Consultant 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.

#### 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 the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

#### 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.

#### Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation Department – JJCPA.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant 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  
Juvenile Probation - Department B  
7425 Los Guilicos Road  
Santa Rosa, CA 95409  
Larissa.Heeren@sonoma-county.org
- 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. Consultant 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.

#### Policy Obligations

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

#### Material Breach

If Consultant 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 Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



**Exhibit F**  
**Monthly Invoice**

**Boys & Girls Club of Sonoma-Marin**  
**Juvenile Hall Programming & Youthful Offender Re-Entry Services**

Monthly Invoice                      Invoice Number - \_\_\_\_\_

Billing Month and Year – Jan 2020

SAMPLE		Jan 2020	
Salaries & Benefits	Total Contract Budget	Monthly Invoice Amount	Remaining Budget
Staff Salaries	300,000	10,000	
Staff Benefits	37,500	1,250	
<b>Total S&amp;B</b>	<b><u>337,500</u></b>	<b><u>11,250</u></b>	<b><u>326,250</u></b>
<b>Services &amp; Supplies</b>	-		
Rental / Lease of Facility			
Utilities / Building Maintenance			
Telephone / Communications			
Equipment Rental / Lease / Maintenance			
Office Supplies / Expenses			
Staff Mileage / Travel			
Staff Training / Conferences			
Other			
Other/Recruitment			
<b>Total S&amp;S</b>	<b><u>337,500</u></b>	<b><u>11,250</u></b>	<b><u>326,250</u></b>
<b>Total Direct Costs</b>	<b><u>337,500</u></b>	<b><u>11,250</u></b>	<b><u>326,250</u></b>
Indirect Costs @ %			
<b>Program Total</b>	<b><u>337,500</u></b>	<b><u>11,250</u></b>	<b><u>326,250</u></b>

**Attach respective Client Sign-In Sheets, Group Service Logs, Client Tracking Forms, and Extension/ Suspension of Services Forms (if applicable) to this Invoice for payment.**

\_\_\_\_\_  
Submitted by & Date

**EXHIBIT G**  
**Client Sign-In Sheet/Group Sign-In Sheet,**

**Individual or Family Services**

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

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**Client Sign-In Sheet**

**CBO  
PROGRAM**

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Billing Month and Year

Date	Time In	Time Out	Client Name	Client Signature	Staff Name	Staff Signature

### Group or Group Parenting Services

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

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#### Group Sign-In Sheet

#### CBO PROGRAM

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Billing Month and Year

Date of Group	Start Time	End Time	Hours

Participants	
Name (print)	Signature
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Staff	
Name (print)	Signature

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## Client Tracking Sheet

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
PROGRAM - CBO			Date	Date	Date	Date	Date	Success	Date	Date	Date	Date	Date	Date	Date	Date	Date
Probation File #	Last Name	First Name	Referral Date	Received Date	Opened Date	Entry Date	Closed Date	Exit Type	Session 1	Session 2	Session 3	Session 4	Session 5	Session 6	Session 7	Session 8	Session 9

## Extension/ Suspension of Services Form

### Extension / Suspension of Services Form

This form must be submitted with each incidence of an Extension of services or a Suspension of services provided to youth under the existing contract.

PFN: \_\_\_\_\_ Name: \_\_\_\_\_

Request Date: \_\_\_\_\_

Additional Staff Hours Required if applicable: \_\_\_\_\_

Service Provider: \_\_\_\_\_

Program Name: \_\_\_\_\_

Signature of Probation Officer: \_\_\_\_\_

☐ Extension of Services Requested

☐ Suspension of Services Requested

Dates Affected by this Request: \_\_\_\_\_

Explanation of Request: \_\_\_\_\_

In this section provide the reason for the request.

Examples:

- For an extension of services, is the client in need of extra weeks of services beyond the normal program scope due to a pending event that the service provider can assist with?
- For suspension of services, is the client incarcerated, or otherwise unable to participate in the program for a time, but will be rejoining the program once the issue has been resolved?

Provide specific information.

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\_\_\_\_\_  
If approved, Signature of Authorized Probation Administration personnel

## REFERRAL FORM



Sonoma County  
Probation Department

### Referral Form

7425 Rancho Los Guilicos Road  
Juvenile Division: Department B  
Santa Rosa, CA 95409  
MAIN 707-565-6221  
FAX 707-565-8639

<b>Program/CBO</b>		<b>Referral Date</b>	8/4/2015 10:27:32 AM
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<input checked="" type="checkbox"/> Referred By Probation Officer			
<b>Probation Officer</b>		<b>Caseload Number</b>	54
<b>Phone</b>			

<b>Minor's Name</b>	<b>PFN</b>		<b>K#</b>	
<b>Address</b>				
<b>Phone/Type</b>		<b>Phone/Type</b>		<b>Phone/Type</b>
<b>Sex</b>		<b>Race</b>		<b>DOB</b>
				<b>Age</b>
<b>School</b>		<b>Grade Level</b>		

<b>Parent</b>		<b>Phone</b>	
<b>Parent</b>		<b>Phone</b>	

<b>Sustained Offenses</b>	BP 25608(a) ALCOHOL ON SCHOOL PROPERTY
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<b>Probation Notes</b>	RISK LEVEL - HIGH
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<b>ENTRY INFORMATION IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF DATE BELOW.</b>			
<b>Processed By</b>	kdiehl	<b>Phone Number</b>	707-565-8667
<b>Date</b>	8/4/2015		

The following section is to be completed by Provider. Select "Entered", "Juvenile Refused", or "CBO Declined"; and date of action.

<input type="checkbox"/> Entered	<b>Entry/Refusal Date</b>		<b>If CBO Declined:</b>	
<input type="checkbox"/> Juvenile Refused			<b>Assessment Begin Date:</b>	
<input type="checkbox"/> CBO Declined			<b>Assessment End Date:</b>	

<b>Print Name</b>	Name of person completing the form	<b>Phone</b>	
<b>Signature</b>	Signature of person completing the form	<b>Date</b>	Date the form is completed.

## EXIT FORM



Sonoma County  
Probation Department

### Exit Form

7425 Rancho Los Guilicos Road  
Juvenile Division: Department B  
Santa Rosa, CA 95409  
MAIN 707-565-6221  
FAX 707-565-6329

Program/CBO			Entry Date	
Referral Date				

*Minor's Information*

Name					
PFN		K#		DOB	
Age at Entry		Sex		Race	

*Probation*

Probation Completed Since Entry					
Sustained Offenses since Entry					
Number of Arrest(s) since Entry		Number of Violation(s) of Probation since Entry		Number of Detention(s) since Entry	

Processed By		Phone Number		Date	
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Exit Date *		Enter the date the client has completed the service
Result		Successful or Unsuccessful

Outcomes Narrative	Enter any description of the client's participation level, attitude, etc.
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* EXIT FORM IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF PROGRAM EXIT DATE.			
Print Name	Name of person completing form	Phone	
Signature	Signature	Date	Date form completed