FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("Amendment"), dated as of March 1, 2019, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and The Redwood Empire Conflict Resolution Service dba RECOURSE Mediation Services, a California non-profit corporation, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated July 1, 2018, for the provision of delivering Restorative Justice Service for Sonoma County juvenile offenders; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the Exhibit B included in this Amendment.
- 2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with the remaining exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
- 3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

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Recourse Mediation By: M. Monny

CONSULTANT:

Title: EXECUTIVE DIRECTOR

Date: 4-24-2019

COUNTY OF SONOMA:

· CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: M. M. Fiscal Analyst

Date: 5/20/21

APPROVED AS TO FORM FOR COUNTY:

By: Chief Probation Officer

Date:

EXHIBIT B

BUDGET / Fee Schedule

Activity	Cost
Restorative Mediation	\$543.41/Completed Case
Interpreter Services	\$52.00 per hour, billed as needed

Program Component	Percentage	Amount
Scheduling Needs assessment	2%	\$ 10.85
Needs assessment interview	5%	\$ 27.20
Victim contact	10%	\$ 54.30
Scheduling mediation	20%	\$108.70
Briefing mediators	25%	\$135.85
Mediation session	50%	\$271.70
Case management for compliance with agreement		
Did not complete Month 1	65%	\$353.20
Completed Month 1	75%	\$407.55
Completed Month 2/3	95%	\$516.20
Surveys/Case close	100%	\$543.41

This fee encompasses all program delivery costs including staff salaries for intake, assessments, groups, fidelity measures, outcome reporting, case management, and quality assurance plan meetings.

<u>Reimbursement for direct service hours</u>: Time spent meeting with Probation, preparation time, phone calls, evaluation surveys, travel time and all other costs are built into the rate. The rate will not change based on the number of participants, or the number of staff utilized to provide the program.

<u>Documentation of Direct Service Hours</u>: Consultant shall provide details, including names of participants and staff, dates and locations of service, for each Juvenile Probation Program group or session performed.