

COUNTY OF SACRAMENTO
CALIFORNIA

APPROVED
BY RESOLUTION # 2012-0808
BOARD OF SUPERVISORS

DEC 04 2012

By Cyndi Lee
Clerk of the Board

For the Agenda of:
December 4, 2012

To: Board of Supervisors

From: Probation Department

Subject: Authorize The Chief Probation Officer To Execute An Agreement With Leaders In Community Alternatives, Inc., To Provide Program And Treatment Services To The Adult Day Reporting Center Program For The Term December 4, 2012, Through June 30, 2013

Supervisory
District(s): All

Contact: David McFarland, Contracts Officer, 875-0212

Overview

The Probation Department is requesting authorization to execute an agreement with Leaders Inc Community Alternatives, Inc. (LCA) to provide program and treatment services for the recently established Adult Day Reporting Center – North location (ADRC North). Services shall be provided to clients who have been placed under the jurisdiction of the Probation Department as a result of Assembly Bill 109 (AB109), the Public Safety Realignment Act of 2011 (PSRA). The ADRC North was established as part of the Community Corrections Partnership (CCP) implementation plan to meet the goals of the PSRA.

Recommendations

Approve the attached Resolution authorizing the Chief Probation Officer to:

- Execute the attached agreement with Leaders In Community Alternatives, Inc., for the term December 4, 2012, through June 30, 2013, for a maximum agreement amount of \$389,000.
- Make administrative amendments, assign, terminate with or without cause, and/or amend the agreement to reduce the maximum agreement amount as necessary or to increase the maximum amount up to ten percent or \$20,000, whichever is less.
- Renew the attached agreement for two additional one-year terms with a maximum agreement amount of \$681,000 for each additional one-year term.

Measures/Evaluation

The goals of the services being provided at the ADRC North are to reduce recidivism and produce better offender outcomes. There are reporting requirements included in the scope of services provided by LCA to assist in determining achievement of these goals. Reports are to be provided at intervals determined by the Multi-Disciplinary Team and will include areas covering program fidelity, program participation and client satisfaction as well as progress toward performance measures.

Fiscal Impact

The maximum amount of the agreement with LCA for the term December 4, 2012, through June 30, 2013 is \$389,000. Funding for this agreement is provided through the AB109 Public Safety Realignment Plan approved by the CCP. This amount has been included in the Probation Department's Fiscal Year 2012-13 Adopted Budget. There is no impact to the General Fund, and the agreement contains language regarding immediate termination should funding become unavailable. The Probation Department is requesting authorization to renew this agreement for two additional one-year terms. The maximum agreement amount for each of these additional one-year terms is \$681,000. This amount will be included in Probation's Fiscal Year 2013-14 and 2014-15 proposed budgets.

BACKGROUND

Assembly Bill 109, the 2011 Public Safety Realignment Act, includes language regarding transferring the community supervision of designated parolees from the California Department of Corrections and Rehabilitation (CDCR) to local county probation departments. As such, the law creates a new status of clients referred to as "Post Release Community Supervision" (PRCS). Offenders are released to PRCS status if their committing offense meets certain eligibility requirements. Additionally, this legislation also creates a new category of offenders who are committed to prison at the local level for a designated period of time. Some of these offenders may then be released to mandatory community supervision. The Sacramento County Probation Department is the supervising county agency for the new PRCS and mandatory supervision populations.

The Probation Department is using AB 109 Public Safety Realignment Plan funding to operate an effective Adult Day Reporting Center in north area of Sacramento County. The ADRC North is a community supervision and intervention strategy which will serve the Post Release Community Supervision (PRCS) and mandatory supervision populations. The ADRC North is an intensive on-site, community supervision and intervention program for male and female offenders 18 years of age or older, who have been assessed as having a moderate to high risk to re-offend and have been identified as having high needs. Depending on the offender's assessed needs, the four phase program can last between 9 to 12 months with aftercare for up to an additional six months. It is anticipated that the Probation Department will receive approximately 2,000 Post-Release Offenders over the first two-year implementation period.

To reduce recidivism and produce better offender outcomes, the ADRC North is designed to provide cognitive behavioral and substance abuse treatment services as well as other transitional/re-entry services to improve offenders' behavior, attitudes, motivation, and ability to succeed in the community and maintain a crime-free lifestyle. The ADRC North's programming and service linkages are intended to teach these offenders a myriad of functional competencies utilizing a validated, evidence-based programming model to provide treatment programs tailored to the individual offender's needs, thereby reducing their risk to re-offend.

Authorize The Chief Probation Officer To Execute An Agreement With Leaders In Community Alternatives, Inc., To Provide Program And Treatment Services To The Adult Day Reporting Center Program For The Term December 4, 2012, Through June 30, 2013

Page 3

The Probation Department worked with the Sacramento County Contracts and Purchasing Services Division (CAPSD) to develop and release a Request for Proposal (RFP) for the treatment and programming services required for ADRC North. CAPSD issued RFP# 7865 for ADRC North services on April 2, 2012. The RFP was posted on the CAPSD and Probation internet sites and notifications were sent to potential service providers locally and regionally. Two responses were received, one of which was disqualified for not submitting all of the mandatory documentation. The other response was evaluated including follow-up discussions with the provider regarding their ability to provide services. Ultimately, it was determined that this provider would not be able to meet the needs of the ADRC program. As such, the RFP was cancelled without a contract award.

The Probation Department continued to research organizations that would be able to provide the necessary services to the AB109 population. Upon contacting other jurisdictions, it was discovered that LCA provides similar services to other counties. The Probation Department requested proposals from LCA along with two other providers of similar services. LCA submitted the most comprehensive proposal, and it was determined to best meet the needs of the AB109 population and the ADRC North program.

DISCUSSION

Services provided by LCA to the ADRC North program include: participation in a Multi-Disciplinary Team (MDT) for consultation and technical assistance with program planning, development, implementation and enhancements; treatment services to include an evidence-based cognitive behavioral treatment curriculum and a substance abuse education and treatment curriculum that includes relapse prevention components; transition/re-entry services such as life skills, educational services, job placement and retention and recreational/leisure activities. The contract also contains quality assurance components to ensure model adherence and facilitator authorization (where applicable) for all services provided.

The services provided are consistent with those currently being provided by the Sheriff's Department in the in-custody setting as part of the AB109 Re-entry Services Program. This will ensure a more easily facilitated transition for that portion of the AB109 population going from Sheriff's custody to mandatory supervision under Probation Department jurisdiction.

Implications of Sacramento County Code Section 71-J

It has been determined that the services provided through this agreement are not subject to Section 71-J.

MEASURES AND EVALUATIONS

The goals of the services being provided at the ADRC are to reduce recidivism and produce better offender outcomes. There are reporting requirements included in the scope of services provided by LCA to assist in determining achievement of these goals. Reports are to be provided

Authorize The Chief Probation Officer To Execute An Agreement With Leaders In Community Alternatives, Inc., To Provide Program And Treatment Services To The Adult Day Reporting Center Program For The Term December 4, 2012, Through June 30, 2013

Page 4

at intervals determined by the MDT and will include areas covering program fidelity, program participation and client satisfaction as well as progress toward performance measures.

FINANCIAL ANALYSIS

The maximum amount of the agreement with LCA for the term December 4, 2012, through June 30, 2013, is \$389,000. Funding for this agreement is provided through the AB109 Public Safety Realignment Plan approved by the CCP. This amount has been included in the Probation Department's Fiscal Year 2012-13 Adopted Final Budget. There is no impact to the General Fund, and the agreement contains language regarding immediate termination should funding become unavailable. The Probation Department is requesting authorization to renew this agreement for two additional one-year terms. The maximum agreement amount for each of these additional one-year terms is \$681,000. This amount will be included in Probation's Fiscal Year 2013-14 and 2014-15 proposed budgets.

Respectfully submitted,

APPROVED:
BRADLEY J. HUDSON
County Executive

SUZANNE COLLINS, Interim Chief Probation Officer
Probation Department

By: _____
ANN EDWARDS
Chief Deputy County Executive

Attachments:

Resolution

Agreement No. 13-0188 – Leaders in Community Alternatives, Inc.

AUTHORIZE THE CHIEF PROBATION OFFICER TO EXECUTE AN AGREEMENT WITH LEADERS IN COMMUNITY ALTERNATIVES, INC., TO PROVIDE PROGRAM AND TREATMENT SERVICES TO THE ADULT DAY REPORTING CENTER PROGRAM FOR THE TERM DECEMBER 4, 2012, THROUGH JUNE 30, 2013

WHEREAS, the Sacramento County Probation Department has received funding to implement an Adult Day Reporting Center incorporating validated, evidence-based practices (EBP) program and treatment services; and

WHEREAS, Leaders In Community Alternative, Inc., is able to provide staff with expertise in implementing and facilitating the EBP curriculum and programming services for adult probation clients and is currently providing these services in other jurisdictions;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Chief Probation Officer, or his designee, is hereby authorized to execute Agreement Number 13-0188 for the term December 4, 2012, through June 30, 2013, in substantially similar form and terms hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with LEADERS IN COMMUNITY ALTERNATIVES, INC., a California Corporation, for the provision of programming and treatment services to the Adult Day Reporting Center Program; and to do and perform everything necessary to carry out the purpose of this Resolution; and

BE IT FURTHER RESOLVED AND ORDERED that the Chief Probation Officer, or his designee, is hereby authorized to make administrative amendments, assign, terminate with or without cause, and/or amend the attached agreement to increase the maximum amount up to ten percent of the original agreement amount or \$20,000, whichever is less; and

BE IT FURTHER RESOLVED AND ORDERED that the Chief Probation Officer, or his designee, may renew the agreement with the Leaders in Community Alternatives, Inc., on substantially similar terms and conditions, for two additional one-year terms, for a maximum agreement amount of \$681,000 for each additional one-year term.

Authorize The Chief Probation Officer To Execute An Agreement With Leaders In Community Alternatives, Inc., To Provide Program And Treatment Services To The Adult Day Reporting Center Program For The Term December 4, 2012, Through June 30, 2013

Page 2

On a motion by Supervisor Serna, seconded by Supervisor Yee, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California this 4th day of December, 2012, by the following vote, to wit:

AYES:	Supervisors,	Peters, Yee, Serna, MacGlashan, Nottoli
NOES:	Supervisors,	None
ABSENT:	Supervisors,	None
ABSTAIN:	Supervisors,	None

Don Nottoli

Chair of the Board of Supervisors
of Sacramento County, California



In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County Of Sacramento on: 12-4-12

By V. Rodriguez
Deputy Clerk, Board of Supervisors

ATTEST: Cyndi Lee
Clerk, Board of Supervisors

FILED
BOARD OF SUPERVISORS

DEC 04 2012
BY Cyndi Lee
CLERK OF THE BOARD

AGREEMENT SUMMARY

Contractor's Name: Leaders in Community Alternatives, Inc.

Subject of Agreement: Provide program and treatment services to the Adult Day Reporting Center Program for the Sacramento County Probation Department

Contract Term: Date Executed through June 30, 2013

Maximum Payment to Contractor through this agreement: \$389,000

County Counsel Approval: _____ Date _____

AGREEMENT

This AGREEMENT is made and entered into as of this ____ day of _____, 20__ by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and LEADERS IN COMMUNITY ALTERNATIVES, INC., a California Corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has received funding for evidence-based probation supervision practices to provide a range of services to adult probationers based on a risk/needs assessment;

WHEREAS, COUNTY desires to implement an Adult Day Reporting Center incorporating validated evidence-based practices (EBP) program and treatment services but does not employ staff with this expertise;

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

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$20,000.

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2013, unless renewed pursuant to paragraph XXXVIII.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Don L. Meyer
Chief Probation Officer
Sacramento County Probation Dept.
9750 Business Park Drive, Suite 220
Sacramento, CA 95827

TO CONTRACTOR

Linda Connelly, President/CEO
Leaders in Community Alternatives, Inc.
1035 Market St., #550
San Francisco, CA 94103

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.
- B. Confidentiality of Records and Department Security Requirements
1. PROBATION is a department of COUNTY and is a law enforcement agency working with justice system information that is confidential under California and federal law including the following:
 - Penal Code sections: 1203.5, 1203.10 (reports); 11105 et seq. and 13300 et seq. (criminal offender records); 11167.5 (child abuse & neglect reporting); 502 (misuse of computer systems)
 - Welfare and Institutions Code sections: 827 (juvenile court & CPS records); 10850 and 17006 (public social services)
 - Civil Code section: 56 (medical records)
 - Health & Safety Code section: 11977, 42 USC section 290dd, and 42 CFR section 2.12 et seq. (drug treatment records)
 - Evidence Code sections: 1012 et seq. (psychological records); 1040 et seq. (official information)
 2. CONTRACTOR's employees, subcontractors, and volunteers with access to PROBATION facilities, computers, or records will be required to do the following:

- a. pass a background investigation, which may include fingerprinting and a Department of Justice records check, before working in PROBATION facilities or accessing PROBATION computers or records
 - b. learn and comply with the security policies and procedures in effect at PROBATION throughout the term of their assignment to PROBATION
 - c. access and use any restricted or confidential material only as required for performance of the assigned duties, and disseminate data only to personnel specifically authorized; violations may be prosecuted to the full extent allowed by law, including the termination of the contract
3. CONTRACTOR agrees to inform all of its employees, subcontractors, and volunteers of the provisions of this section and that a knowing violation of state or federal confidentiality laws is a misdemeanor. CONTRACTOR shall insure that all persons with access to PROBATION facilities, computers, or records have signed an acknowledgement that meets the standards for PROBATION employees having access to confidential information, prior to commencing work. A copy of the signed Confidentiality of Department Information form for each employee, subcontractor, or volunteer shall be forwarded within five business days to the following:

Contracts Officer
Sacramento County Probation Department
9750 Business Park Drive, Suite 220
Sacramento, CA 95827

4. Upon notice from PROBATION that an employee, subcontractor, or volunteer does not meet PROBATION security requirements or has violated PROBATION security requirements, CONTRACTOR shall be responsible for immediately removing and replacing, within twenty-four (24) hours, any employee, subcontractor, or volunteer working on this contract. PROBATION will confer with CONTRACTOR about means to remediate security concerns, including further training, direct supervision, direct oversight by an employee acceptable to PROBATION, or removal of duties requiring access to PROBATION facilities, computers, or confidential records.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE AND PROFESSIONALISM STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

CONTRACTOR and all of its employees, subcontractors, agents, and volunteers shall reflect a professional image while performing services under this Agreement for the COUNTY.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Agreement, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of

contractors assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.
- C. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the COUNTY Charter, the COUNTY Code, the Civil Service Rule, the Sacramento COUNTY Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from

COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XV. GOOD NEIGHBOR POLICY *(Not Applicable)*

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two hours;
 - 6. Provision for control of loitering and management of crowds;
 - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;

8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because

of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVII. INDEMNIFICATION

For work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY OF SACRAMENTO, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, but only to the extent of the negligent acts, errors, omissions, recklessness or willful misconduct on the part of the CONTRACTOR or the CONTRACTOR'S subconsultants or subcontractors.

The provisions of this indemnity shall survive the expiration or termination of the Agreement

XVIII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services

hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XIX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit a monthly invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include the following: time sheets or payroll records for each employee, receipts for supplies, applicable subcontract expenditures, applicable overhead, and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. HIPAA BUSINESS ASSOCIATE PROVISIONS (Not Applicable)

If COUNTY determines that under this Agreement CONTRACTOR is a "Business Associate" of COUNTY, as defined in the Health Insurance Portability and Accountability Act (42 CFR §160.03), then CONTRACTOR shall comply with the Business Associate provision contained in Exhibit ___, which is attached hereto and incorporated by reference herein.

XXIII. SUBCONTRACTS AND ASSIGNMENTS

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$20,000

XXV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVI. TIME

Time is of the essence of this Agreement.

XXVII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVIII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Chief Probation Officer of the Probation Department, or his/her designee.

XXIX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice of default and expiration of reasonable cure period to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall be paid for any reasonable cost of services incurred prior to the termination date, subject to COUNTY'S approval. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the cost of services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made.

- E. CONTRACTOR shall not incur any expenses under this Agreement after the termination date and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXXI. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXII. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXVIII. RENEWAL OF CONTRACT

The parties may renew this agreement on the same terms and conditions for two additional one-year terms, based on the availability of funding, by mutual agreement of DIRECTOR on behalf of COUNTY and CONTRACTOR.

XXXIX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO,
a political subdivision of the
State of California**

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

By _____
Don L. Meyer
Chief Probation Officer

By _____
Linda Connelly
President/CEO

Date: _____

Date: _____

Execution of this Contract Delegated By
Board Resolution

_____ #94-3137891
Contractor's Social Security or Employer's
Tax Identification Number

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY
COUNTY COUNSEL

By: _____

Date: _____

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

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Facility Name(s): Adult Day Reporting Center - North
Street Address: 1215 Del Paso Blvd.
City, State, Zip Code: Sacramento, CA 95815

II. DESCRIPTION OF SERVICES

- A. CONTRACTOR shall provide the following services to clients who have been referred to and accepted by the Adult Day Reporting Center - North:
1. Program Development and Implementation: CONTRACTOR shall participate as a member of the Multidisciplinary Team (MDT) which includes:
 - a. Developing an Individualized Treatment Plan (ITP) for each client;
 - b. Participating in the ADRC meetings as needed for program updates, proactive program planning and problem solving;
 - c. Meeting with Probation Department staff as required for critical review to ensure services continue to be provided in the most effective and efficient manner possible;
 - d. Providing consultation and technical assistance regarding changes or enhancements to program delivery to ensure program efficacy.
 - e. Participating in orientation to new clients
 - f. As part of the MDT, providing input regarding appropriate services in the community.
 2. Treatment Programs:
 - a. CONTRACTOR shall provide the Thinking For a Change evidence-based cognitive behavioral treatment curriculum which incorporates cognitive restructuring, social skills development and development of problem solving skills

D. CONTRACTOR shall provide to COUNTY, at intervals determined by the MDT, reports regarding the following areas:

- Program fidelity
- Program participation and client satisfaction
- Progress toward performance measures
- Other relevant data as identified by the MDT.

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

**COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR 's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COUNTY's Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY s requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Commercial General Liability that covers liability of the Contractor arising out of Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury.
2. **AUTOMOBILE LIABILITY:** Commercial Automobile Liability for all scheduled, owned and non-owned vehicles used in the Contractor's Business.

3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

Deductibles and Self-Insured Retention

Deductibles or self-insured retentions have been declared and accepted by the County.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The COUNTY's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn

without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement

Commercial General Liability and/or Commercial Automobile Liability:

1. **ADDITIONAL INSURED STATUS:** COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the Contractor; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR 's insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR 's insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** CONTRACTOR 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR.

Property:

Not Applicable to this Agreement.

Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is \$389,000 during the term beginning on the date this Agreement is executed, and ending June 30, 2013, for the work as described in Exhibit A, Section II, Description of Services.
- B. Reimbursement shall be based on CONTRACTOR's actual billable expenditures as per II. Budget below. Invoice documentation, to be included with the invoice, shall include copies of original source documents as follows:
1. Payment for services will be reimbursed upon receipt of copies of timesheets that verify hours billed.
 2. Services and supplies will be reimbursed upon receipt of copies of the original purchase receipts of paid invoices.
- C. Invoices shall be approved by the ADRC-North Program Manager and the Chief Deputy of the Adult Community Corrections Division.
- D. Director may reallocate ten percent (10%) of the total budget from/to different line items of the budget.

II. BUDGET

The Budget for this Agreement is outlined below:

Program Salaries and Benefits	\$260,000
Program Supplies and Operating Expenses	\$78,000
Administrative Overhead (15%) - rounded	\$51,000
TOTAL	<u>\$389,000</u>