

## AGREEMENT FOR SERVICES OF COMMUNITY SOLUTIONS, INC.

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Community Solutions Inc. having its principal place of business at 4 Griffin Road North, Windsor, Connecticut 06095 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Lt. Mark Mahurin at phone number is (805) 681-5334 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert D. Pidgeon at phone number 860-683-7100 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Lieutenant Mark Mahurin  
4436 Calle Real  
Santa Barbara, CA 93110

To CONTRACTOR: Robert D. Pidgeon, CEO  
Community Solutions, Inc.,  
4 Griffin Road North, Suite 100B  
Windsor, CT 06095

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on or before July 1, 2010 and end performance upon completion, but no later than June 30, 2012 unless otherwise directed by COUNTY or unless earlier terminated. One additional year extension is allowed as authorized in our current CDCR contract, not to exceed \$1,499,960 and shall be subject to continued funding from CDCR.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

CONTRACTOR will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the County with approval of the State. CONTRACTOR will be responsible for reimbursement to COUNTY for all disallowed costs.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall

be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any

other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Community Solutions, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
DOREEN FARR, Chair  
Board of Supervisors

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

ATTEST:  
CHANDER L. WALLAR  
CLERK OF THE BOARD

ROBERT D. PIDGEON, CEO  
COMMUNITY SOLUTIONS, INC.

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

By: \_\_\_\_\_  
SocSec or TaxID Number 061580562

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

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

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

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

**EXHIBIT A**

## STATEMENT OF WORK

### I. INTRODUCTION

Santa Barbara County Sheriff's Department (SBCSD) has agreed to provide the California Department of Corrections and Rehabilitation (CDCR), Division of Adult Parole Operations (DAPO) an array of evidence-based services targeted to address the criminogenic needs of the participating offenders that contribute to re-offending behaviors. The services include, but are not limited to, criminal thinking, anger and aggression, education & vocational needs, substance abuse, and pro-social relationships. These services shall be provided in an effort to assist the parolees' successful reintegration into their communities upon release from prison. The goal is to reduce recidivism through effective community reintegration, thereby increasing public safety.

The services shall be provided in two satellite Day Reporting Center (DRC) environments located within Santa Barbara County. One satellite office shall be located in the Santa Barbara area, and one in the Santa Maria area. The DRCs shall serve only those parolees residing within the County of Santa Barbara.

A minimum of 300 male and female parolees are to be served annually through this program. Each satellite facility shall serve a minimum of 150 parolees annually, and each site shall have the ability to accommodate 50 parolees at any given time. Approximately 15 percent of program participants will be in need of transitional housing assistance in sober living environments during the treatment episode.

SBCSD has determined that the most efficient way to institute this program effectively, and offer these services in a timely manner, is to subcontract with a private vendor or organization to operate this program.

### II. SBCSD RESPONSIBILITIES

1. Assign a Sheriff's Custody Lieutenant to the DRCs and as the SBCSD primary point of contact for the CONTRACTOR and for CDCR. The Custody Lieutenant shall be the direct designee for SBCSD requirements related to the DRCs and this contract.
2. Assign an oversight committee, The Santa Barbara County Sheriff's Reentry Steering Committee (STEERING COMMITTEE) to provide general direction and oversight of the DRC program and CONTRACTOR.
3. Coordinate, plan, and attend meetings with the STEERING COMMITTEE.
4. Review the acceptance or denial by the Program Director of sex offenders into the DRCs.
5. Make periodic reports to the STEERING COMMITTEE of sex offenders accepted for admission or denied entry into the DRCs.
6. Provide timely processing of CONTRACTOR's monthly invoices for reimbursement of services rendered, and make payments consistent with CDCR reimbursement requirements.
7. Balance CONTRACTOR's monthly invoices to CDCR Quarterly payments to SBCSD, and coordinate corrective action between CONTRACTOR and CDCR to insure complete reimbursement of SBCSD by CDCR for any expenses incurred by the CONTRACTOR.

### **III. CONTRACTOR RESPONSIBILITIES**

1. Maintain two facility sites within Santa Barbara County to operate the DRC and provide services to a minimum of 300 parolees annually. Each facility shall have the ability to accommodate 50 parolees at any given time and serve a minimum of 150 parolees annually. The facility sites shall be easily accessible to public transportation and shall be in compliance with Americans with Disability Act.
2. Document evidence that demonstrates the DRCs are in compliance with applicable use ordinance as well as applicable building sanitation, health, safety and fire codes.
3. Have in effect at all times during the term of the contract an approved Conditional Use Permit (where necessary) for at least the maximum of the contracted transitional housing beds.
4. Acquire and maintain throughout the term of the contract an approved zoning letter issued from the city/county where services will take place. The zoning letter must be signed by an official of the city or county indicating that the facility location is not in violation of any zoning requirements or that the city/county does not object to the services being provided at the specified address.
5. Ensure the DRC facilities are secure by providing adequate supervision during hours of operation. The CONTRACTOR shall ensure that there are a minimum of two journey level staff present at each facility during all hours of operation, and that the parolee to staff participant ratio is a minimum of 18:1 in compliance with Section VII., Personnel Policies and Procedures.
6. Provide and schedule on-site classes between the hours of 9:00 a.m. – 9:00 p.m. The operating hours for the DRCs shall be no less than ten hours a day, six days a week. Holiday schedule must be approved by the Program Manager at the start of the contract and upon request. The DRCs shall be open on Holidays with a limited holiday program schedule which shall be a minimum of four hours.
7. Oversee facility(s) in the community surrounding that will provide clean transitional sober living environments for those parolees in need of immediate temporary housing assistance as detailed in Section VI, Program and Service Requirements, Transitional Housing/Sober Living Environment.
8. Provide wholesome refreshments for program parolees during the course of the day. However, if parolees are housed in a transitional living environment, the CONTRACTOR shall provide enough provisions for three (3) meals per day as outlined in Section VI, Program and Service Requirements, Food Service and Dining Area. Parolees that are to receive housing that prepares them to live on their own may be provided with food access cards or with food stuffs from local food distribution programs.
9. Provide transportation for program-parolees through the use of public transportation (i.e., bus passes/tokens) or by private transportation. Public transportation must be located within four blocks of the facility(s). Under no circumstances will the CONTRACTOR provide monetary funds for transportation purposes. If the CONTRACTOR provides transportation via a private vehicle, the staff shall possess a valid driver's license and the vehicle shall be fully insured.
10. Ensure that assigned parolees are continuously engaged throughout each program day in program-related activities and services as outlined in Section VI. Program and Service Requirements.
11. Have a positive relationship established with the local law enforcement agency in addition to the relationship with SBCSD, CDCR, DAPO staff, and the STEERING COMMITTEE.



12. Use the database provided by CDCR to collect all required data specified in the program data collection forms in Attachment A-1. Coordinate data collection and evaluation efforts and provide data and information, as requested and defined by, CDCR. The CONTRACTOR may be required to work cooperatively with an outside evaluator to be chosen by CDCR.
13. Update the database to reflect the current status of program participants every Friday. After the update, a management report shall be produced from the database and submitted to the Program Manager at DAPO Headquarters by close of business (COB) each Friday. A sample of the weekly management report is shown in Attachment A-2.
14. Return all data collected upon termination of the contract. Necessary computer equipment will be provided through program costs.
15. Make staff available for initial orientation and ongoing training as provided by the CDCR pursuant to laws, rules, policies and procedures.
16. Meet with the DAPO Program Manager as often as necessary, but not less than monthly, to review progress and performance. The reviews shall include, but not be limited to, assisting in implementation, quality assurance, problem solving and determining future performance objectives.
17. Meet with SBCSD Assigned Lieutenant and/or financial designee to monitor, balance, clarify, audit, or correct invoices and financial practices to insure accurate and complete reimbursement of CONTRACTOR expenses to SBCSD from CDCR.
18. Attend as necessary STEERING COMMITTEE meetings. This may include the necessity to make presentations on the progress and results of the DRCs, explain acceptance or rejection of sex offenders, and request or accept feedback and recommendations for improvement or modification of the operation of the DRCs.
19. Maintain communication between the AOR and parolee on a regular basis in order to share information regarding parole-related activities and solicit participation in the progress of the treatment plan.
20. Ensure any and all sub-contractors employed pursuant to this contract adhere to all requirements of the contract, or as required by CDCR.
21. Submit monthly invoices to SBCSD consistent with CDCR requirements under the Line Item Budget Guide for Cost Reimbursement Contracts (March 28, 2007) Attachment A-3, and charges for services as noted in vendors approved budget, Attachment A-4.

**IV. CDCR RESPONSIBILITIES (Under contract between CDCR and SBCSD-Included for clarity of responsibilities)**

1. Refer an adequate amount of eligible parolees to the DRC in order to ensure program goals and hours are achieved. Referrals shall be made on a CDCR 1502. Referrals for sex offenders shall be on a case-by-case basis. SBCSD shall have final approval of acceptance of any sex offenders into the program.
2. Communicate between the Agent of Record (AOR), parole unit, and parolee in an effort to share information regarding parolee-related activities and progress of the treatment plan.
3. Provide initial orientation and ongoing training to SBCSD and contractor staff pursuant to CDCR laws, rules, policies and procedures. CDCR shall provide orientation to staff at the appropriate satellite facility within 30 days of request.

4. AOR or CDCR designee may participate in the parolee's progress through the program services and in development of the discharge plan for aftercare through case conference with the SBCSD and the CONTRACTOR's program manager.
5. The DAPO Program Manager will meet as often as necessary, but not less than monthly, with the SBCSD to review progress and performance. The reviews shall include, but not be limited to, assisting the SBCSD in implementation, problem solving, quality assurance and determining future performance objectives.
6. Meet quarterly, if necessary, with all contractors for training purposes.
7. Maintain responsibility for supervision of parolees.
8. Evaluate the program and provide quality assurance.

## **V. ADMINISTRATIVE REQUIREMENTS**

### **1. Organizational Structure**

The CONTRACTOR shall submit with the contract, a written description and organizational chart that shall outline the structure of authority, responsibility and accountability within the DRCs and their parent organization.

This organizational chart will be incorporated into the contract and shall be updated periodically with the SBCSD and CDCR approval as changes occur without amendment to the contract.

### **2. Records System**

The CONTRACTOR shall maintain complete files on all parolees. The files shall be located in a secure file storage area in the office. The CONTRACTOR shall ensure that parolees other than the subject of the file do not access the files. The CONTRACTOR shall fully adhere to all other confidentiality requirements of alcohol and drug use client data, in accordance with the Federal Regulations governing "Confidentiality of Alcohol and Drug Abuse Patient Records" (42 CFR, Part 2).

### **3. Parolee Data**

The CONTRACTOR shall maintain automated assessment, participant and program data. The CONTRACTOR is required to utilize a database provided by and approved by the CDCR to ensure compatibility and validity of the program data. All data elements specified in the data collection forms must be completed accurately.

The CONTRACTOR shall have procedures in place to ensure the validity of the data and to protect the data from unauthorized access and/or destruction due to negligence, malice, or disaster.

Data shall be submitted to SBCSD and DAPO on a monthly basis. It must be delivered on or before the 15<sup>th</sup> calendar day of the following month. The data shall be made available upon request to DAPO and designated evaluators. In addition, the CONTRACTOR shall cooperate in the evaluation of the program and assist CDCR and any designated evaluators in any additional data collection efforts, program fidelity, and program analysis. The CONTRACTOR shall ensure program implementation takes into consideration the results of data collected and ongoing evaluation efforts.

### **4. Program Reports**

The CONTRACTOR shall submit a weekly report produced from the updated database to the DAPO Program Manager by COB each Friday. The CONTRACTOR shall submit monthly

progress reports of program activity during the previous month to the DAPO Program Manager on or before the 15<sup>th</sup> of the following month. The data file shall be electronically submitted to the CDCR before the 15<sup>th</sup> of the month following the month in which it was collected.

## **VI. PROGRAM AND SERVICE REQUIREMENTS**

### **1. PROGRAM COMPONENTS:**

The CONTRACTOR agrees to provide an array of evidence-based services targeted to address the criminogenic needs of parolees determined to be of moderate or high risk to re-offend. These services are projected to assist individuals to successfully reintegrate into their communities upon release from prison. The goal is to reduce recidivism and thereby increase public safety through effective community reintegration.

The following is a brief description and expectations of the components and services that are required for each program:

- **INTAKE/ORIENTATION/ASSESSMENTS**

The CONTRACTOR shall provide an initial intake assessment to the parolees referred to the DRC. The intake process shall include gathering contract information, housing and job status. The parolees enrolled to participate at the DRC will be given a date to return for orientation. The orientation date shall be within three days of initial intake. CONTRACTOR shall inform the parolees of the general concept of a DRC and provide the parolees with an overview of all the resources and opportunities available at the Center. CONTRACTOR shall track all parolees who are enrolled at the DRC on a daily basis.

CONTRACTOR shall conduct a risk and needs assessment utilizing an assessment tool, approved by CDCR, which tests for problems typically associated with the criminal justice population. Once the assessment is completed, the caseworker, parole representative and/or other appropriate program staff shall complete and Individual Treatment Plan (ITP) addressing the risks and needs identified. Initial programming should address the highest risks and needs first.

- **INDIVIDUAL TREATMENT PLAN**

CONTRACTOR shall provide an ITP for each program participant based on the criminogenic needs assessment. The ITP will be used to match assessed needs. The ITP will target multiple needs related to re-offending and provide services, including:

- Criminal thinking, behavioral skills, and associations
- Aggression, hostility, anger, and violence
- Academic and vocational
- Family, marital, and relationships
- Substance abuse

These programs shall utilize evidence-based practices that have demonstrated effectiveness. CONTRACTOR shall avoid utilizing treatments and practices that are not classified as evidence-based or have been shown to have negative effects on re-offending behavior.

- **INDIVIDUAL AND GROUP COUNSELING/PROGRAMMING**

Based on the initial Risk and Needs assessment and ITP, the parolee shall attend and participate in programming addressing their identified risks and needs.

- **TRANSITIONAL HOUSING/SOBER LIVING ENVIRONMENT**

Transitional housing shall be made available to those parolees who have no existing housing arrangement, or are living in an environment which is not conducive to maintaining a drug, alcohol, and crime free lifestyle. Parolee housing may be dormitory style or individual rooms.

The transitional living environment must be clean, and must be conducive to alcohol and drug-free living.

The CONTRACTOR may subcontract with providers in the community who have such beds available or maintain transitional housing of their own. The cost of the transitional housing shall not exceed \$35.00 per day, per parolee. Approximately 15 percent of program parolees will be in need of such living arrangements. It is anticipated that the average length of stay in transitional housing will be 150 days.

- **BREATHALYZER/URINALYSIS TESTING**

CONTRACTOR may use a breathalyzer to test parolees at any time. The CONTRACTOR shall test parolees on a random basis and for probable cause if behavior is exhibited consistent with being under the influence. The CONTRACTOR may utilize Instant Test Urinalysis (UA) Test Strips. All participants who test positive shall be reported to the AOR that day. Any parolee refusing to test shall be reported to the AOR/Officer of the Day/Unit Supervisor immediately, by making telephone contact and speaking with either party.

- **HIV/SEXUALLY TRANSMITTED DISEASE AWARENESS**

CONTRACTOR shall develop a course that provides parolees with information concerning blood borne pathogens. Parolees should be introduced to different types of blood borne pathogens, transmission routes and preventative strategies, and procedures to follow in cases of exposure.

The following are pathogens that must be covered in the curriculum:

- Human Immunodeficiency Virus (HIV)
- Hepatitis B (HBV)
- Hepatitis C (HBC)
- Non A, Non B Hepatitis
- Syphilis
- Malaria

- **SUBSTANCE ABUSE EDUCATION**

Based upon their Risk and Needs assessment, parolees requiring substance abuse education shall complete an educational group focusing on substance abuse.

The curriculum shall emphasize relapse prevention. Those parolees needing this program shall participate in the required curriculum as a condition of continued placement in the DRC. The CONTRACTOR shall document the parolee's progress in the substance abuse education program in the parolee's case file on a weekly basis.

- **ANGER MANAGEMENT**

CONTRACTOR shall develop curriculum to assist in reducing and redirecting stress and tension which result in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger, and techniques to dissipate that anger before it gets out of control.

- **DOMESTIC VIOLENCE PROGRAM (52-WEEKS)**

For parolees with a special condition of parole to attend a domestic violence program, the CONTRACTOR shall either provide a domestic violence program either on site or through an off site provider. In either case, the provisions of the domestic violence program shall be pursuant to Penal Code (PC) Section 1203.097.

- **COGNITIVE AND LIFE SKILLS TRAINING**

CONTRACTOR shall incorporate into the DRC program curriculum designed to encourage parolees to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

- **PARENTING AND FAMILY REINTEGRATION**

CONTRACTOR shall promote the positive overall growth of family reintegration through an educational and group process. In this class participants shall learn to:

- Develop family rules and guidelines
- Express anger without violence
- Give and receive positive recognition
- Use gentle and appropriate touch
- Discipline without spanking, hitting or yelling
- Communicate needs
- Develop quality "time in"
- Develop nurturing routines and activities of daily living
- Play and have fun as a family

- **COMMUNITY SERVICE**

Off-site community service work shall be approved in advance by CDCR and SBCSD to help assure that public safety issues are thoroughly addressed and that the proposed work site and working conditions present no unreasonable safety risk to the participating parolees. Community Service work shall be for public agencies or private non profit agencies in the performance of work that would otherwise not be done by paid public or contracted employees.

- **EDUCATIONS/GED PREPARATION**

CONTRACTOR shall provide every parolee at the DRC the opportunity to engage in educational programs. The focus of the educational component shall be to increase the parolees' functional literacy and employment skills. It shall include basic education in reading and math and may include GED preparation, if necessary. There shall be an on-site computer lab that will be utilized as a resource center for clients and as a classroom for many courses.

- **BUDGETING AND MONEY MANAGEMENT TRAINING**

CONTRACTOR shall provide parolees with training on how to budget and manage their money. Skills to be taught shall include, but not be limited to:

- Establishing and maintaining bank accounts
- Writing checks and utilizing debit cards
- Balancing bank accounts
- Interest rates
- Responsible bill paying
- Responsible use of credit
- Finance charges, late fees and over-the-limit fees
- Living within financial means

- **JOB READINESS AND JOB SEARCH**

CONTRACTOR shall employ a variety of resources in order to transition program participants into long-term sustainable work. Parolees will be assigned to a Job Developer who will work with them for the duration of their time in the program. Training will include, but not be limited to, employment preparation, resume writing, skill development, and job placement. Parolees will be instructed in the following:

- Parolees' general presentation and demeanor
- Level of motivation to job search
- Effective communication

- Job search strategies such as networking, interviews, resume writing, etc.
- Understanding workplace culture and selling yourself
- Learning appropriate interview language and how to explain time incarcerated

- **REFERRAL SERVICES**

CONTRACTOR case managers shall coordinate transportation and meetings with specified contracts when they make referrals outside of the DRC. They shall follow up with partner agencies to insure seamless delivery. The CONTRACTOR shall refer clients to community partners equipped to meet the specific needs of the parolee. Some of the resource referrals may include, but are not limited to, outstanding legal and medical issues, suicide prevention, work clothing and tools, childcare, mental health services, obtaining personal identification, social security card assistance or other identified individual needs. The CONTRACTOR staff shall foster ongoing partnerships with other community agencies and providers in their area to better serve their clients.

## 2. TREATMENT PHASES:

### PHASE I

Phase I will focus on orientation, assessment and treatment planning. This phase will also focus on deciding whether an individual parolee should be placed directly into the Aftercare Phase from Phase I. This determination shall be made based on the risk and needs assessment and the ITP. All participants will complete Phase I. Length of stay in this phase shall not exceed 30 days. Parolees shall report to the program five days a week. Parolees shall be engaged in programming for a minimum of four hours per day.

A risk and needs assessment shall be performed. This assessment identifies those factors that have led to criminal behavior and the propensity for re-offending, as well as those barriers to the parolee's ability to successfully reintegrate back into society. This assessment shall be utilized to determine what program services will be included in the ITP.

The ITP shall be the outline for the goals to be achieved by the parolee and the program services necessary for each participant to successfully achieve those goals. This becomes the treatment plan that staff utilize to track the progress of the participant. The treatment plan will be regularly updated with staff notes to reflect the progress of the participant.

Parolees that are identified to proceed immediately to the Aftercare Phase are intended to remain in the Aftercare Phase for up to a year. Parolees that participate in Phases II and III will participate in the Aftercare Phase for a period of 30 days, not to exceed 90 days.

### PHASE II

Phase II will focus on the delivery of services identified in the treatment plan. Parolees will report to the program a minimum of five days a week. Parolees actively engaged in educational, vocational, job training, employment, etc. shall be engaged in programming as determined by the ITP and approved by the CDCR representative. Length of stay in this phase of the program shall not exceed 120 days. Parolees shall be engaged in programming for a minimum of twenty hours per week.

Group activities, which actively engage parolees in confronting the individual values and behaviors contributing to their substance abuse and criminality, shall be small enough to promote participation and provide for the safety and security of the parolees. Participation is recorded on group activity rosters. The parolee to staff ratio will not exceed 18:1. Groups organized to provide rehabilitative services, substance abuse education, and social and recreational activities may be of any size but shall be small enough to promote learning and

allow for positive interaction among the parolees. Participation is recorded on group activity rosters.

It is during this phase that the participant will be introduced to community service commitments; i.e., graffiti clean-up in the neighborhood, speaking at schools regarding the consequences of drug use, assisting in activities at a local community center.

Preparing for and obtaining employment will be an element of this portion of the program. If the participant shall become gainfully employed, the number of hours of participation may be reduced as determined by the ITP and approved by the CDCR representative to facilitate long term success.

### **PHASE III**

Phase III will focus on employment and discharge planning. Program parolees will enter this phase only after significant accomplishments have been achieved in the completion of the ITP. The discharge summary developed during this phase will include the parolee's aftercare plan. Entering Phase III will require agreement of both the CONTRACTOR and the CDCR representative. Parolees shall be engaged in programming as determined by the ITP and approved by the CDCR representative. Length of stay in this phase shall not exceed 60 days.

It is during this phase that the participant shall become gainfully employed or be a full-time student. An exception to this shall be those individuals who are eligible to receive SSI, mentally or physically challenged, or have other special needs as determined by the CONTRACTOR and the CDCR representative.

### **AFTERCARE PHASE**

The CONTRACTOR shall ensure that each parolee receives maintenance and support in areas where they still need encouragement and guidance. These areas include, but are not limited to: community substance abuse relapse prevention classes, weekly meetings with case managers for encouragement/advice, and/or continued participation in an alumni group, or any other combination of activities that keep the parolees engaged in positive and affirming activities. The aftercare shall be tailored to the specific needs of each parolee. The Aftercare Phase of the program may be for a period of 30 days, not to exceed one year from date of placement into the DRC.

Some participants will proceed to the Aftercare Phase immediately following Phase 1 orientation, assessment and treatment planning, as determined by the risk and needs assessment and the ITP.

## **3. SERVICE REQUIREMENTS**

### **Food Service and Dining area:**

The dining room and food service areas shall include a room that contains tables and benches or chairs sufficient in size to allow parolees to dine at one or two settings per meal. This room may be used for multiple purposes when not in use for dining. The facility kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas must meet all applicable health and sanitation code standards. Accommodations shall be made for parolees with disabilities.

Parolees housed at transitional living facilities shall be provided with enough provisions to prepare three (3) nutritionally balanced meals per day, seven days per week. Parolees may be provided with food access cards, or food from disbursement programs. Each menu or food item containing pork or prepared in or seasoned with a pork derivative (including use of shortening containing a pork product) shall be clearly identified. Upon written request and with

adequate justification and verifiable support from a representative of an established and recognized religion, parolees shall be provided provisions for special diets related to their religious preferences and practices. With a doctor's or acceptable medical practitioner's written directions, parolees shall be provided provisions for special diets for medical reasons.

#### Smoke-free environment

Indoor smoking at the facility shall be prohibited in accordance with CDCR policy and State law. The CONTRACTOR shall post "**NO-SMOKING**" signs in all sleeping areas, designated visiting areas, and in the main office of the facility in full view of parolees, staff and visitors.

#### Office Space for the CDCR Assigned Staff

The facility shall have a minimum of 110 square feet designated for one CDCR staff permanently assigned to the facility. Square footage may be modified if deemed appropriate by the CDCR. The CONTRACTOR shall furnish the office space with a desk, chair, secure locking file cabinet(s), telephone, Local Area Network (LAN) or wireless internet and other pertinent office needs.

#### Mutual Aid Agreements

In consultation and dual development with CDCR on-site staff, the SBCSD shall have written mutual aid agreements with local law enforcement agencies and related public agencies to be activated in emergencies, including situations requiring the immediate closure of the facility.

#### Fire Prevention and Safety, and Evacuation/Emergency Procedures

The CONTRACTOR shall have written procedures pertaining to fire prevention and safety requirements. Additionally, the CONTRACTOR shall have written evacuation and emergency procedures that include instructions for the following:

- Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
- Alert notification and/or evacuation of all occupants;
- Notification of authorities;
- Control and the extinguishing of fires; and
- Evacuation routes and procedures.

#### Emergency Evacuation Training

All personnel shall be trained in the implementation of emergency procedures within 24 hours of their initial employment. In addition, emergency training is to be included in annual refresher training provided to all personnel. All training is to be documented for compliance and maintained in employee files

#### Posting of Emergency Evacuation Floor Plans

Clear, concise and site-specific emergency evacuation floor plans shall be posted at every occupied floor location throughout the facility. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

- Evacuation diagram plan that identify the "You Are Here", location that are compatible with the building floor plan.
- Evacuation plans, which include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies.
- Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

#### Smoke Detectors and Fire Extinguishers

Provide operable and regularly tested smoke detectors and fire extinguishers in key locations including the kitchen, sleeping areas, laundry, and maintenance shop and control room. All tests shall be documented and maintained at the facility site.



### Performance Measures

The CONTRACTOR shall maintain and have available to DAPO an accurate and detailed documentation of case information, along with a formal and valid mechanism for measuring outcomes. The CONTRACTOR shall report monthly on the enrollees at the beginning of the month, those admitted during the month, those that exited during the month, the treatment received by the individuals, and exit status. The CONTRACTOR shall routinely assess changes in parolees' cognitive and skill development and evaluate parolee recidivism, including, but not limited to:

- The percentage of parolees gainfully employed or enrolled in schools such as a trade school, community college, or adult school to become more employment ready upon program completion
- Employment retention among participants
- Parolees in stable housing
- Avoidance of illegal substances
- Successful completion rate for program parolees

Successful completion shall be evaluated on an individual basis by the CONTRACTOR, SBCSD, and appropriate DAPO staff based on progress toward completion of the goals contained in the ITP.

### Measurement Feedback

Parolee outcome data must be collected and tracked at set intervals.

## **VII. PERSONNEL POLICES AND PROCEDURES**

Position descriptions and minimum qualifications shall conform to the requirements listed below; however, actual classification titles may vary. During all hours of operation, a minimum of two journey level staff will be present at the facility. The CONTRACTOR will ensure that the staff on site can adequately ensure the security of all staff and program parolees. The parolee to staff participant ratio will be a minimum of 18:1.

### Staff Training

CONTRACTOR shall employ Motivational Interviewing (MI) techniques to initiate and maintain parolees' behavior changes. Staff must be trained in MI techniques by a qualified MI trainer. CONTRACTOR must describe a plan for on-going MI training and periodic assessment for staff. The CONTRACTOR shall ensure the cognitive-behavioral strategies in the ITP are delivered by well trained staff.

#### A. Key Staff Positions

The following positions are designed as key staff positions and shall be filled by permanent, full-time employees at all times throughout the term of this agreement. Key staff positions must be identified and meet the minimum qualifications.

##### 1. Program Director/Center Manager

The Program Director/Center Manager (Management position) must equal at least one full-time equivalency and the individual(s) shall: possess either 1) a Bachelor of Arts (BA) degree from a granting institution accredited by the Western Association of Schools and Colleges or equivalent and three (3) years experience working with offenders. Additional experience may be substituted for education on a year for year basis, or 2) five (5) cumulative years of documented experience demonstrating a history of administrative or program responsibility in services for offenders may be substituted for the educational and work experience;

Responsibilities shall include but not be limited to the following:

- Maintain the overall administrative responsibility for the delivery of services;
- Responsible for the planning, directing and coordinating of all program activities and the hiring and training of staff;
- Review and all referrals to the DRC of sex offenders by CDCR. Evaluate the parolee referral for acceptance into or exclusion from the DRC based upon the Sex Offender Policy and criteria, and make recommendations to the SBCSD assigned Custody Lieutenant.
- Oversee the budget to ensure that operational costs do not exceed the funding allowed and work with the DAPO Program Manager and SBCSD designee when it is determined funding between line items needs to be adjusted in accordance with the Line Item Budget Guide (LIBG).
- Attend and make presentations to the STEERING COMMITTEE as necessary.

2. Casework Supervisor

The Casework Supervisor position shall either possess either BA Degree from a granting institution accredited by the Western Association of Schools and Colleges or equivalent in the Social Sciences, or a related field; or two years experience supervising casework staff and a high school diploma or its equivalent; or six cumulative years of full-time experience at a responsibility no less than a journey level counselor in a program with the criminal justice population and a high school diploma or its equivalent.

Responsibilities shall include but not be limited to the following:

- Responsible for the efficient management of casework functions and supervision of casework staff;
- Monitor the treatment methodology, procedures governing counselor documentation and ensuring program parolees are working toward goals outlined in the ITPs;
- Participate in case conferences.

3. Journey/Entry Level Caseworker

The Journey/Entry Level Caseworker position(s) shall possess a high school diploma or its equivalent and six months experience working with like populations. All other minimum competencies for this classification will be developed by the CONTRACTOR in cooperation with SBCSD.

Responsibilities shall include but not be limited to the following:

- Provide face-to-face services to the DRC parolees;
- Develop case plans;
- Develop and monitor the parolee's progress with their ITP through all phases of the program;
- Make appropriate referrals to outside agencies as necessary;
- Maintain progress notes in client files;
- Keep the AOR apprised of parolee's progress and work in conjunction to develop discharge and aftercare plans.

The CONTRACTOR personnel policies shall include staff development plans to bring all entry-level staff up to journey-level competencies within two (2) years of hire and to continually upgrade their competencies.

4. Job Developer

The Job Developer staff position shall possess a high school diploma and six months experience as a Job Developer or like position. All other minimum competencies for this classification will be developed by the -CONTRACTOR in cooperation with SBCSD.

Responsibilities shall include but not be limited to the following:

- Assess parolees to determine employment, training and vocational needs;
- Provide services that include resume writing, mock interviews, punctuality; how to get along with others in a work environment, how to take and follow instruction, job readiness; and job search;
- Assist participant in securing and locating appropriate employment or vocational training.

B. Security Clearances

The CONTRACTOR shall ensure all current and potential staff undergo a thorough security clearance, which must include a Live Scan background check. The SBCSD shall review the Live Scan reports to ensure the -CONTRACTOR staff meets all CDCR mandates and requirements. CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate the contract should a threat to security be identified. CDCR shall grant provisional clearances for hire until such time as the formal security clearance is completed. Staff providing administrative management oversight and monitor staff shall be a minimum of 18 years of age. Criteria for approval or denial of security clearances is detailed in Exhibit D, CDCR Special Terms and Conditions, Section 13 – Employment of Ex-Offenders.

C. Employment Practices:

The CONTRACTOR shall develop and maintain policies related to employment practices in the areas of:

- Work Hours
- Staff Benefits (i.e., vacation, sick leave, insurance, retirement, etc.)
- Promotions
- Pay increases
- Hiring and termination conditions.

D. Employee Performance Evaluations:

All employees must be placed on a probationary period no less than 180 days (6 months). The probationary period for employees shall be followed by an annual work performance evaluation by the immediate supervisor. Performance evaluations shall include personnel training objectives that define employee expectations during the probationary period.

E. Discrimination Clause and Sexual Harassment Policy

The CONTRACTOR shall have a written sexual harassment policy in compliance with CDCR policy and procedures and state/federal laws. The CONTRACTOR(s) shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.

F. Nepotism Policy

The CONTRACTOR shall have a written policy on nepotism in compliance with CDCR regulations, policy, and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require written approval by the CDCR Program Manager and SBCSD based on the CONTRACTOR written request with supporting justification(s).

G. Fraternization Policy

The CONTRACTOR shall establish written policy and procedures in compliance with CDCR policy and procedures, which prohibit employees from fraternizing with parolees and their families.

H. Job Action Contingency Plan

The CONTRACTOR shall establish a written contingency plan to be implemented in the event of employee job actions, which may disrupt the facility's daily operation (e.g., strikes, sick-outs, and sit-ins.).

I. Employee Grievance and Appeals Procedures

The CONTRACTOR shall establish or utilize its existing employee grievance procedure to address unresolved labor issues.

J. Vacancies

Staff vacancies shall be brought to the immediate attention of the DAPO Program Manager. The SBCSD and CONTRACTOR may fill temporary vacancies internally by a temporary reassignment of existing qualified staff. A temporary vacancy is defined as a vacancy of less than 60 days. Vacancies in excess of 60 days require the immediate recruitment of new, qualified staff and must be filled within 90 days from the original vacancy date.

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 1,499,960 annually contingent on CDCR funding.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate

certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

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