

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Probation

BOARD AGENDA #: *B-10

AGENDA DATE: December 20, 2016

SUBJECT:

Approval to Award Community Corrections Partnership Funding to Community-Based Organizations Reentry and Rehabilitation Services

BOARD ACTION AS FOLLOWS:

No. 2016-654

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


PAM VILLARREAL, Assistant Clerk

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Probation

Urgent

Routine

BOARD AGENDA #: *B-10

AGENDA DATE: December 20, 2016

CEO CONCURRENCE:



4/5 Vote Required: Yes No

SUBJECT:

Approval to Award Community Corrections Partnership Funding to Community-Based Organizations Reentry and Rehabilitation Services

STAFF RECOMMENDATIONS:

1. Approve funding from the Community Corrections Partnership (CCP) to fund Leaders in Community Alternatives, Nirvana Drug & Alcohol Treatment Institute, Cambridge Academies and LearningQuest.
2. Authorize the Chief Probation Officer, as Chair of the CCP, to negotiate and sign contracts with the funded service providers.

DISCUSSION:

Annually, the CCP recommends a local plan to the County Board of Supervisors for the implementation of the 2011 Public Safety Realignment. The plan is required to be voted on by the Executive Committee of the CCP. On May 24, 2016, the Board of Supervisors approved the 2016 CCP Plan for Budget Year 2016-2017.

The 2016 CCP Plan set aside \$500,000 in Fiscal Year 2016-2017 and \$1 million in Budget Year 2017-2018 to be awarded in 18-month to 2-year service contracts to Community Based Organizations (CBOs) using a formal Request for Proposal (RFP) process. Historically, the CCP has utilized a less formal process for allocating funding to CBOs. The previous process required CBOs to submit a written request for funding that included program components, a budget and expected outcomes. The request was considered by the CCP and later voted on by the CCP Executive Committee. At the end of the year, the CCP would review the program and determine if the program should continue to receive CCP funds.

El Concilio and Nirvana Drug and Alcohol Treatment Institute have received CCP funding using the informal proposal process described above since Fiscal Year 2013-2014. Both organizations have been funded for the first six months of Fiscal Year 2016-2017, as the CCP transitioned to the formal RFP process which will start January 1, 2017.

The new RFP process strives to ensure the most effective programs and services to reduce recidivism are being implemented. It was developed based upon the priorities of the CCP and required that services measure progress toward the following result: Offenders and their family members become law abiding, experience higher education rates, employment rates and experience an overall healthier lifestyle. The overarching goal is to decrease their needs

Approval to Award Community Corrections Partnership Funding to Community-Based Organizations Reentry and Rehabilitation Services

for government assistance, gain financial stability and not enter or re-enter into the criminal justice system.

On October 14, 2016, the General Services Agency released the RFP. The RFP was sent to 40 local agencies and there were six responses: Nirvana Drug & Alcohol Treatment Institute, LearningQuest, Cambridge Academies, El Concilio, Friends Outside, and Leaders In Community Alternatives, Inc. An evaluation committee was convened that included staff from Probation, Chief Executive Office, Sheriff's Department, and the Center for Human Services. The evaluation committee determined that three proposals fully met the goals and priorities of the CCP. A fourth proposal was recommended for partial funding. There were no appeals received during the protest period. The Executive Committee of the CCP has reviewed the recommendations of the evaluation committee and recommends approval of the following four proposals.

Leaders in Community Alternatives, Inc. (LCA) – facilitate successful reentry and rehabilitation for formerly incarcerated individuals by assisting them in achieving sustainable employment leading to career paths and increased self-sufficiency. LCA also plans to have ongoing development of employer and vocational training site relationships leading to expanded, long term employment opportunities for justice involved men and women. LCA plans to serve a minimum of 200 participants per year. The provider has requested \$476,142 for the 18 month period.

Nirvana Drug & Alcohol Treatment Institute – to provide residential services or sober living housing, with drug and alcohol outpatient services included, as determined by assessment, for offenders in the criminal justice system. Supportive services will also be provided both in and out of custody. This program funds approximately 108 residential participants, 72 sober living participants, and approximately 252 clients in supportive services classes. The provider has requested \$273,600 for the 18 month period.

Cambridge Academies – utilizing Enterprise GATEWAY, a comprehensive, research-based correctional education reentry model, Cambridge Academies will implement a personal development and family re-engagement intervention for participants to develop the personal competencies, work soft skills, and social skills that will lead to employment, financial self-sufficiency and healthy family reunification. They will serve approximately 300 participants both in and out of custody. The provider has requested \$409,725 for the 18 month period.

LearningQuest – to provide High School Diploma Equivalency (HSE) preparation, literacy and English as a Second Language (ESL) services to offenders both in and out of custody, as well as to their families. Additional services proposed include: a re-entry pre-release program, a resource navigator for goal setting, Enterprise Restart classes, and a boot camp for college readiness for offenders. For families and children of offenders they proposed a Kids Academy for education and school readiness and classes provided by Beyond the Walls. They estimated serving 795 offenders both in and out of custody and 150 children. The provider has requested \$524,971 and is recommended to receive \$80,036 for the 2017-2018 Budget Year only.

Approval to Award Community Corrections Partnership Funding to Community-Based Organizations Reentry and Rehabilitation Services

The following chart outlines the recommended services for a total funding of \$1.5 million for Fiscal Year 2016-2017 and Budget Year 2017-2018.

SERVICE PROVIDER	RECOMMENDED FUNDING AMOUNT	
	FY 16/17	FY 17/18
Leaders in Community Alternatives, Inc. (LCA)	\$260,497	\$476,142
Nirvana Drug & Alcohol Treatment Institute	\$91,200	\$182,400
Cambridge Academies	\$141,309	\$268,416
LearningQuest		\$ 80,036
Total	\$493,006	1,006,994

The Probation Department will ensure that the services are progressing and being performed in compliance with the contracts.

POLICY ISSUE:

County policy requires Board of Supervisors authorization for all contracts and transactions exceeding \$100,000.

FISCAL IMPACT:

The Probation Department is requesting approval to award service contracts in the amount of \$493,006 in Fiscal Year 2016-2017.

Cost of recommended action:	\$ 493,006
Source(s) of Funding:	
Local Community Corrections Funding	493,006
Funding Total:	\$ 493,006
Net Cost to County General Fund	\$ -

Fiscal Year:	2016-2017
Budget Adjustment/Appropriations needed:	No

Fund Balance as of July 1, 2016 11,074,794

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisor's priorities of A Safe Community and Efficient Delivery of Public Services by ensuring the most effective programs and services to reduce recidivism are being implemented.

STAFFING IMPACT:

Contract administration related to the recommended actions will be covered by existing Probation staffing.

Approval to Award Community Corrections Partnership Funding to Community-Based Organizations Reentry and Rehabilitation Services

CONTACT PERSON:

Leticia Ruano, Adult Division Director, Probation Department

209-567-4126

ATTACHMENT(S):

N/A

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") for the benefit of both its Probation Department and Sheriff's Office and Cambridge Academies ("Consultant"), as of January 1, 2017 (the "Agreement").

Introduction

WHEREAS, the County has a need for vocational and therapeutic services; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and

concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and

completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's

general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant'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.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant 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.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Purchasing Agent
1010 Tenth Street, Suite 5400
Modesto, CA 95354

To Consultant: Cambridge Academies
Attn: Geni Boyer
4120 Dale Road
Modesto, CA 95356

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

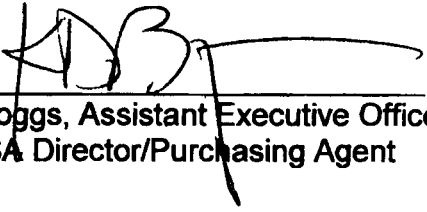
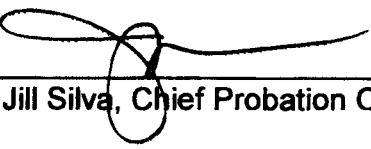

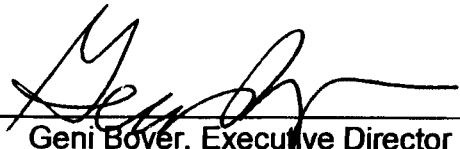

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS</p> <p>By:  Keith Boggs, Assistant Executive Officer, GSA Director/Purchasing Agent</p> <p>"County"</p> <p>APPROVED AS TO CONTENT: Stanislaus County Probation Department</p> <p>By:  Jill Silva, Chief Probation Officer</p> <p>Stanislaus County Sheriff's Office</p> <p>By:  Adam Christianson, Sheriff</p>	<p>CAMBRIDGE ACADEMIES</p> <p>By:  Geni Boyer, Executive Director Cambridge Academies</p> <p>"Consultant"</p>
<p>APPROVED: BOS Approval Dated: December 20, 2016 Board Agenda Item: #B-10</p>	
<p>APPROVED AS TO FORM: John P. Doering, County Counsel</p> <p>By:  Robert J. Taro, Deputy County Counsel</p>	

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EXHIBIT A

A. SCOPE OF WORK

1. Purpose

The overall purpose of Cambridge Academies is to provide Enterprise Gateway courses to program participants under the jurisdiction of the Probation Department and Sheriff's Office to reduce recidivism, increase gainful employment and improve their overall lifestyle.

2. Goals

- 2.1** Increase the number of program participants who complete Enterprise Gateway courses while under the jurisdiction of the Probation Department and while incarcerated in the Sheriff's Office's custodial facilities.
- 2.2** Increase the number of program participants who obtain sustained, gainful employment following the administration of Enterprise Gateway courses.
- 2.3** Increase the number of program participants who experience healthier lifestyles following the administration of Enterprise Gateway courses.
- 2.4** Reduce the number of program participants who recidivate during, and following, the administration of Enterprise Gateway courses.

3. Performance Measures

- 3.1** The number of program participants referred to each program.
- 3.2** The number of program participants who exited each program having fulfilled program requirements.
- 3.3** The number of program participants who exited each program without fulfilling program requirements.
- 3.4** The number of program participants who obtained a job after fulfilling program requirements.
- 3.5** The number of program participants who retain a job.
- 3.6** The number of program participants participating in specialized training, vocational courses and/or certifications.
- 3.7** The number of program participants enrolled in college.
- 3.8** The number of program participants experiencing healthier lifestyles.
- 3.9** The number of program participants becoming self-sufficient without the need for financial assistance.
- 3.10** The number of program participants who recidivate during, and following, the completion of program requirements.

4. Specific Responsibilities

4.1 Consultant Responsibilities

- 4.1.1 Consultant shall provide two (2) Enterprise Gateway groups twice a week for a minimum of four (4) hours in duration for each group at the Probation Department's Day Reporting Center.
- 4.1.2 Consultant shall provide three (3) Enterprise Gateway groups twice a week for a minimum of four (4) hours in duration for each group at the Sheriff's Office's custodial facilities.
- 4.1.3 Consultant shall provide content and course material consistent with the overall goal of reducing recidivism, providing skills to obtain gainful employment and improving the overall lifestyle of program participants.
- 4.1.4 Consultant shall provide trained facilitators to provide offenders with Enterprise Gateway courses.
- 4.1.5 All facilitators must submit to the County's security screening.
- 4.1.6 Consultant shall submit a MONTHLY outcome report, which shall include the following:
 - the name and number of program participants referred to each program;
 - the name and number of program participants who exited each program having fulfilled program requirements;
 - the name and number of program participants who exited each program without fulfilling program requirements;
 - the name and number of program participants who obtained a job within 90 days of fulfilling program requirements;
 - the name and number of program participants who maintain employment for a minimum of 30, 60 and 90 days;
 - the name and number of program participants participating in specialized training, vocational courses and/or certifications;
 - the name and number of program participants enrolled in college after fulfilling program requirements;
 - the name and number of program participants experiencing healthier lifestyles, according to the web-based Enterprise Hub, after fulfilling program requirements;
 - the name and number of program participants who become self-sufficient without the need for financial assistance after fulfilling program requirements;

- the name and number of program participants who recidivate without fulfilling program requirements. Program participants shall be tracked for recidivism every six months and up to 18 months;
 - the name and number of program participants who recidivate after fulfilling program requirements. Program participants shall be tracked for recidivism every six months and up to 18 months.
- 4.1.7 Consultant will attend and participate in meetings and planning sessions as necessary.
- 4.1.8 Consultant will maintain accurate accounting records of all costs and operating expenses, and complete records of all client services provided:
- 4.1.8..1 Consultant shall make all such records available to County and/or state government auditors upon demand.
 - 4.1.8..2 Consultant shall maintain all records regarding client services for a period of at least five (5) years from the time the client was discharged from services.

4.2 County Responsibilities

- 4.2.1 Referrals to Cambridge Academies will be made by Probation Department staff and Sheriff's Office staff. Probation Department and Sheriff's Office staff will confer with the Consultant on cases deemed inappropriate for programming.
- 4.2.2 Probation Department and Sheriff's Office staff will be available to Cambridge Academies' staff for case conferencing purposes.
- 4.2.3 Probation Department and Sheriff's Office staff will be available to Cambridge Academies' staff to assist with the tracking of recidivism.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. The County agrees to pay Consultant for services provided in accordance with this Agreement in an amount not to exceed \$409,725.00 for the term of this contract based upon approved monthly invoices submitted by Consultant.
2. Consultant shall submit monthly billings to include the consultants' names, sub-consultants' names, services performed and expenses pertaining to this contract to: Stanislaus County Probation Department, Attn: Fiscal Services Division, 2215 Blue Gum Avenue, Modesto, CA 95358. If conditions set forth in this Agreement are met, County shall pay the sum of money claimed by the approved billing. If the conditions are not met, County shall pay when the required billing data is submitted and approved by County.
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall be paid from the 2011 Public Safety Realignment Funds as outlined in the Community Corrections Partnership 2016-2017 Plan and shall not exceed \$409,725.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

1. The term of this Agreement shall be from January 1, 2017, through June 30, 2018.

FORM #1

BUDGET WORKSHEET

Agency: Cambridge Academies

Budget Categories		FY 16/17	FY 17/18
1	Salaries	83794	172060
2	Benefits	12569	25809
3	Operating	32790	46980
4	Equipment	3000	0
5	Travel & Per Diem	0	0
6	Indirect Costs	12156	23567
7	Other		
	Totals:	141309	268416

**CAMBRIDGE ACADEMIES
ENTERPRISE GATEWAY PROGRAM - 2017-2018 BUDGET**

PROJECT BUDGET
2017-2018
2017-2018

PERSONNEL		Hourly / Per Week	Rate		
Position	Employee				
Program Director	L. Elkinton	6	\$ 62,000.00	4,650	9,300
Enterprise Specialist	P. Maldonado	40	\$ 20.00	20,800	43,680
Enterprise Specialist	W. Byrd	40	\$ 20.00	20,800	43,680
Enterprise Specialist	TBH	40	\$ 18.00	18,720	37,440
Enterprise Family Specialist	TBH	40	\$ 16.00	16,640	33,280
Admin. Assst.	C. Garay	6	\$ 14.00	2,184	4,680
	Fringe		15.00%	12,569	25,809
Subtotal Personnel Costs				\$ 96,363	\$ 197,869
Expenses					
Enterprise ReStart Talent & EQ Survey/Assessments & Individualized 50-Page Report					
				18,000	27,000
Enterprise ReStart Student Materials and Classroom Supplies					
				7,200	10,800
Building and Utility Expenses					
				2,790	5,580
Support Services					
				900	1,800
Office Supplies					
				900	1,800
Equipment (one time purchase)					
				3,000	XX
Indirect Expense (10%)					
				12,156	23,567
Expenses					
				\$ 44,946	\$ 70,547
TOTAL				\$ 141,309	\$ 268,416

15% of salary; will provide oversight of project

\$150.00/student. Foundational behavior/driving force & EQ assessment that will determine personal growth goals, occupation/career choices & employment preparation plan

\$60.00 per student allocated for classroom textbooks (Traveler's Gift), lesson materials (duplication) & incentives

15% of building rent and utilities; individual cell phones for staff so they may be available to students when in crisis

Family enrichment activities

Programs cost of general office supplies

One time purchase of three (3) Laptops for staff use in the field

ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE COUNTY OF STANISLAUS AND CAMBRIDGE ACADEMIES

Cambridge Academies and the Stanislaus County Probation Department and the Stanislaus County Sheriff's Office mutually agree that a family reintegration module is a needed service that enhances the opportunity for the success of participants in the program.

Whereas Cambridge Academies and the Stanislaus County Probation Department along with the Stanislaus County Sheriff's Department entered into an "Agreement for Professional Services" for "vocational and therapeutic services" on January 1, 2017; and

Whereas Paragraph 17 of that "Agreement for Professional Services" allows the Agreement to be "...modified, amended, changed, added to or subtracted from by the mutual consent of the parties..."

NOW, THEREFORE in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree to amend "Exhibit A" of the January 1, 2017, Agreement and said Agreement is hereby amended by adding the following to "Exhibit A":

- 2.5 Increase the number of program participants and family members who experience healthier relationships and improved family harmony.
- 3.11 The number of program participants who experience healthier family relations.
- 3.12 The number of program participants who reunite and/or experience increased involvement in their children's lives.
- 3.13 The number of program participants who experience improved family communication.
- 4.1.9 In addition to the monthly outcome report outlined in 4.1.6, consultant shall also submit a monthly outcome report that includes the following:
 - The name and number of program participants who experience healthier family relations, as documented by pre/post Parents/Family Assessment Protective Factors Surveys;
 - The name and number of program participants who reunite and/or experience increased involvement in their children's lives, as documented by monthly progress reports;
 - The name and number of program participants who experience improved family communication, as documented by pre/post Parents/Family Assessment Protective Factors Surveys.
- 4.1.10 Consultant shall provide Enterprise Family Restart courses to immediate family members for three (3) hours each week.
- 4.1.11 Consultant shall provide Family Connections courses to program participants and immediate family members twice a month for a minimum of two (2) hours in duration.
- 4.1.12 Consultant shall provide one Men's Group to program participants and peer mentors each week for a minimum of two (2) hours in duration.

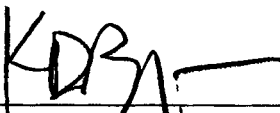
4.2.4 Probation Department staff will be available to Cambridge Academies to record check any program participant to ensure compliance with any stay away orders that may be in effect while participating in the program.

Consultant to perform or to assist in the performance of its work under this Agreement.

All other terms and conditions of the agreement remain in full force and effect.

Executed in Modesto, California, on the day and year indicated below.

COUNTY OF STANISLAUS

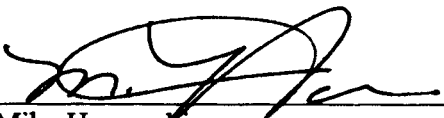
By: 
Keith Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

“County”

“Consultant”

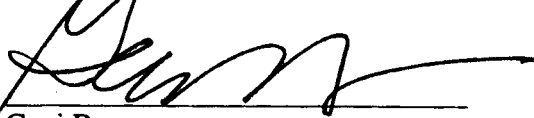
APPROVED AS TO CONTENT:

STANISLAUS COUNTY
PROBATION DEPARTMENT:


Mike Hamasaki,
Chief Probation Officer


7-5-17
Date

CAMBRIDGE ACADEMIES:


Geni Boyer,
Executive Director

7/10/17
Date

STANISLAUS COUNTY
SHERIFF'S OFFICE


Adam Christianson,
Sheriff

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Robert J. Taro, Deputy County Counsel

12-20-2016
B-10

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and LearningQuest – Stanislaus Literacy Centers ("Consultant") on July 1, 2017 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving educational services;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and

be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

Consultant shall comply with all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum

contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant 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.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the

termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus	To Consultant: LearningQuest – Stanislaus Literacy Centers
Purchasing Agent	Attn: Karen Williams
1010 Tenth Street, Suite 5400	1032 11 th Street
Modesto, CA 95354	Modesto, CA 95354

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

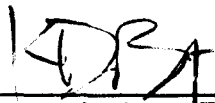
21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

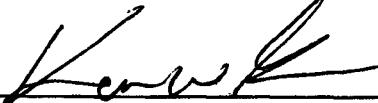
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

LEARNINGQUEST

By: 

*Keith Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent*


By: 

*Karen Williams, Executive Director
LearningQuest – Stanislaus Literacy Centers*

"County"

"Consultant"

APPROVED AS TO CONTENT:

By: 

*Mike Hamasaki, Chief Probation Officer
Stanislaus County Probation Department*

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 

*Robert J. Taro
Deputy County Counsel*

V:\DATA\PUBLIC\Counsel\CONTRACT\PROF-SERV Agmt.wpd

EXHIBIT A

A. SCOPE OF WORK

1. Purpose

The overall purpose of Learning Quest – Stanislaus Literacy Centers (LQSLC) is to provide educational skills at the Day Reporting Center for program participants under the jurisdiction of the Probation Department and/or the Sheriff's Office to aid them in passing their High School Equivalency (HSE) tests, improve reading skills and/or aid them in transitioning successfully to college, a career or to vocational training.

2. Goals

- 2.1.1 Increase the number of program participants who pass one or more of their HSE tests.
- 2.1.2 Increase the reading level of program participants, as shown through the passing of curriculum levels and curriculum-based testing.
- 2.1.3 Increase the preparedness of program participants for HSE testing, as shown through scores on official HSE practice tests.
- 2.1.4 Increase the opportunity for graduates to transition to the next step of college, a career or vocational training.

3. Performance Measures

- 3.1.1 The number of program participants who passed at least one of the five HSE tests.
- 3.1.2 The number of program participants who achieve an HSE diploma (by passing all five tests).
- 3.1.3 The number of program participants who show improvement in reading through curriculum testing or improvement in scores on official HSE practice tests.
- 3.1.4 The number of program participants who, after graduating, transition successfully to college, a career or vocational training.

4. Specific Responsibilities

4.1 Consultant responsibilities

- 4.1.1 Consultant shall provide at least one trained instructor for each class aided by either another trained instructor or a trained volunteer;
- 4.1.2 Consultant shall provide a "transitions specialist" for a minimum of two classes each month to assist participants in their transition to college, a career, or to vocational training.
- 4.1.3 Consultant shall provide content and course material consistent with the overall goal of assisting program participants with passing their HSE tests, improving literacy rates or transition to college, a career or to vocational training.
- 4.1.4 All instructors must submit to the county's security screening.
- 4.1.5 Consultant shall submit a monthly outcome report to include:
 - the name and number of program participants referred for the month;
 - the number of sessions instructed during the month;

- the name and number of program participants actively participating in the program for the month;
- the name and number of program participants who passed individual HSE tests, including the name of the tests passed for the month;
- the name and number of program participants who passed all five HSE tests and gained a HSE diploma for the month;
- the name and number of program participants who show improvement in reading through curriculum testing or improvement in scores on the official HSE practice tests for the month;
- the name and number of program participants who have failed the HSE tests, including the name of the tests failed for the month;
- the name and number of program participants who have left the program without completing the program requirements including the reason for their departure, for the month;
- the name and number of program participants who have completed at least 50 hours of instruction (this is the amount of hours needed to begin to see results, such as increased levels of reading or passing of HSE tests) for the month;
- the name and number of program participants who, after graduating, successfully transition to college, a career or to vocational training for the month.

4.1.6 Consultant will attend and participate in meetings and planning sessions as necessary.

4.1.7 Consultant will maintain accurate accounting records of all costs and operating expenses, and complete records of all client services provided.

- Consultant will make all such records available to County and/or state government auditors upon demand.
- Consultant shall maintain all records regarding client services for a period of at least five (5) years from the time the client was discharged from services.

4.2 County responsibilities

4.2.1 Referrals to the HSE Preparation courses will be made by Probation or Sheriff's Office staff.

4.2.2 Probation staff will be available at the Day Reporting Center to instructors for case conferencing purposes.

4.2.3 The Probation Department will provide LQSLC with the designated space at the Day Reporting Center to instruct participants.

4.2.4 Probation staff will ensure that individual class sizes will not exceed 20 offenders

5. **Schedule and Budget**

Consultant shall complete the report on a mutually acceptable schedule. Consultant fee schedule is identified in Exhibit C. Consultant shall only bill for work completed and not in work in progress.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as

follows:

1. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be in accordance with the County's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$44,617.72, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from July 1, 2017, through June 30, 2018, unless otherwise terminated as provided below.

D. INVOICE TO:

Invoices shall be submitted to: Stanislaus County Probation Department, Attn: Fiscal Services Division, 2215 Blue Gum Avenue, Modesto, CA 95358.

EXHIBIT B

Insurance Requirements for Instructors

Instructor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Instructor has no owned autos but has employees, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

Additional Insured

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Instructor's insurance coverage shall be primary insurance coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Instructor hereby grants to the County a waiver of subrogation which any insurer may acquire against the County, its officers, officials, employees, agents and volunteers for losses paid under the terms of any policy which arise from work performed by the Instructor for the County. This provision also applies to the Instructor's Workers' Compensation policy.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Instructor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Verification of Coverage

Instructor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Homeowner's Insurance

In some cases the Instructor's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Instructor should provide these requirements to his or her agent to confirm and provide verification to the County.

Special Events Coverage for Instructors

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Instructor can obtain additional information and cost from the County.

Special or Low Risk Activities

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The County reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

X Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Karen Williams Date: 4/27/17

Signature: [Handwritten Signature] Date: 4/27/17

Vendor Name: LearningQuest- Stanislaus Literacy Centers

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: [Handwritten Signature] Date: 06/05/2017

EXHIBIT C

FEE SCHEDULE

LearningQuest-Stanislaus Literacy Center- Estimated Expenses	COST
<p>Per hour costs from 7-1-17, through 6-30-18 \$86.67 per hour, with each class being 90 minutes in duration</p> <p>Program participants enrolled in each "class" will be required to attend two sessions weekly</p> <p>A maximum of six total sessions (for three classes) will be offered by LearningQuest- Stanislaus Literacy Centers each week for 12 months (the length of the contract)</p> <p>Six sessions multiplied by 90 minutes for each class is nine hours</p> <p>Nine hours multiplied by 52 weeks is 468 hours</p> <p>468 hours multiplied by \$86.67 an hour</p> <p>Grand Total from the above= \$40,561.56 Multiplied by 10% for miscellaneous costs</p>	<p>\$40,561.56</p> <p>\$4,056.16</p>
TOTAL	\$44,617.72

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and LearningQuest – Stanislaus Literacy Centers ("Consultant") on July 1, 2017 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving educational services;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and

be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum

contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant 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.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the

termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus	To Consultant: LearningQuest – Stanislaus Literacy Centers
Purchasing Agent	Attn: Karen Williams
1010 Tenth Street, Suite 5400	1032 11 th Street
Modesto, CA 95354	Modesto, CA 95354

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

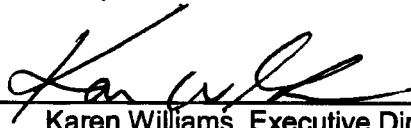
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Keith Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

"County"

LEARNINGQUEST

By: 
Karen Williams, Executive Director
LearningQuest – Stanislaus Literacy Centers

"Consultant"

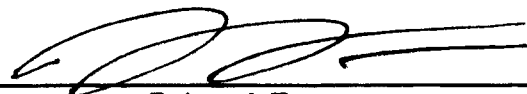
APPROVED AS TO CONTENT:

By: 
Adam Christianson, Sheriff
Stanislaus County Sheriff's Office

By: 
Mike Hamasaki, Chief Probation Officer
Stanislaus County Probation Department

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 
Robert J. Taro
Deputy County Counsel

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EXHIBIT A

A. SCOPE OF WORK

1. Purpose

The overall purpose of LearningQuest – Stanislaus Literacy Centers (LQSLC) is to assist incarcerated individuals in planning for education, employment, vocational training and/or college in advance of their release from custody. Upon release, LQSLC will continue to assist those who were incarcerated to fulfill their pre-release plans.

2. Goals

- 2.1.1 Increase the number of program participants who pass their High School Equivalency (HSE) exams.
- 2.1.2 Increase the number of program participants who enroll in college or vocational training.
- 2.1.3 Increase the number of program participants who become employed and remain employed.
- 2.1.4 Increase the number of program participants who see an improvement in their overall quality of life.

3. Performance Measures

- 3.1.1 The number of program participants who meet with a “transitions specialist” while incarcerated.
- 3.1.2 The number of program participants who complete the goal setting portion of the program.
- 3.1.3 The number of program participants who transition to the Day Reporting Center or the Learning Center to complete their High School Equivalency (HSE) diploma.
- 3.1.4 The number of program participants who achieve a HSE diploma.
- 3.1.5 The number of program participants who complete financial aid information for college or vocational training.
- 3.1.6 The number of program participants who apply for college or for vocational training.
- 3.1.7 The number of program participants who enroll in CalJOBS and/or post a resume on Indeed.com.
- 3.1.8 The number of program participants who successfully attain a job interview.
- 3.1.9 The number of program participants who successfully attain a job.
- 3.1.10 The number of program participants who retain a job for 90 days or greater.
- 3.1.11 The number of program participants who attend college or vocational training.

4. Specific Responsibilities

4.1 Consultant responsibilities

- 4.1.1 Consultant shall provide one trained, full-time “transitions specialist” to assist incarcerated individuals in planning for education, employment, vocational training and/or college in advance of their release from custody.
- 4.1.2 Consultant shall also provide one trained, part-time employee to continue the

work started with those incarcerated individuals released on Home Detention, Alternative Work Program or under the Probation Department's supervision to fulfill their pre-release plans.

- 4.1.3 Consultant shall provide content, materials and assistance to program participants with the overall goal of fulfilling program participants' educational or employment pre-release plans.
- 4.1.4 All instructors must submit to the county's security screening.
- 4.1.5 Consultant shall submit a monthly outcome report to include:
 - the name and number of program participants who meet with a "transitions specialist" for the first time while incarcerated for the month;
 - the name and number of program participants who complete the goal setting portion of the program for the month;
 - the name and number of program participants who transition to the Day Reporting Center or Learning Center to complete a HSE diploma for the month;
 - the name and number of program participants who gain a HSE diploma for the month;
 - the name and number of program participants who complete financial aid information for college or vocational training for the month;
 - the name and number of program participants who apply for college or for vocational training for the month;
 - the name and number of program participants who enroll in CalJOBS and/or post a resume on Indeed.com for the month;
 - the name and number of program participants who successfully attain a job interview for the month;
 - the name and number of program participants who successfully attain a job for the month;
 - the name and number of program participants who retain a job for 90 days or greater for the month;
 - the name and number of program participants who attend college or vocational training for the month;
 - the name and number of program participants who fail to fulfill their transition plan, including the reason for the failure, for the month.
- 4.1.6 Consultant will attend and participate in meetings and planning sessions as necessary.
- 4.1.7 Consultant will maintain accurate accounting records of all costs and operating expenses, and complete records of all client services provided.
 - Consultant will make all such records available to County and/or state government auditors upon demand.
 - Consultant shall maintain all records regarding client services for a period of at least five (5) years from the time the client was discharged from services.

4.2 County responsibilities

- 4.2.1 Referrals to the program will be made by Sheriff's Office or Probation staff.
- 4.2.2 Sheriff's Office or Probation personnel will be available to LQSLC employees for case conferencing purposes.
- 4.2.3 The Sheriff's Office will provide LQSLC with space at the jail facilities to meet with incarcerated inmates.

5. Schedule and Budget

Consultant shall complete the report on a mutually acceptable schedule. Consultant fee schedule is identified in Exhibit C. Consultant shall only bill for work completed and not in work in progress.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be in accordance with the County's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$80,000.14, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from July 1, 2017, through June 30, 2018, unless otherwise terminated as provided below.

D. INVOICE TO:

Invoices shall be submitted to: Stanislaus County Probation Department, Attn: Fiscal Services Division, 2215 Blue Gum Avenue, Modesto, CA 95358.

EXHIBIT B

Insurance Requirements for Instructors

Instructor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Instructor has no owned autos but has employees, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employer's Liability** Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

Additional Insured

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Instructor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Instructor hereby grants to the County a waiver of subrogation which any insurer may acquire against the County, its officers, officials, employees, agents and volunteers for losses paid under the terms of any policy which arise from work performed by the Instructor for the County. This provision also applies to the Instructor's Workers' Compensation policy.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Instructor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Verification of Coverage

Instructor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Homeowner's Insurance

In some cases the Instructor's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Instructor should provide these requirements to his or her agent to confirm and provide verification to the County.

Special Events Coverage for Instructors

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Instructor can obtain additional information and cost from the County.

Special or Low Risk Activities

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The County reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

X Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Karen Williams Date: 4/27/17

Signature: [Handwritten Signature] Date: 4/27/17

Vendor Name: LearningQuest- Stanislaus Literacy Centers

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: [Handwritten Signature] Date: 06/05/2017

EXHIBIT C

FEE SCHEDULE

LearningQuest-Stanislaus Literacy Center- Estimated Expenses		COST
Full-Time Transitions Specialist	40 hours per week/52 weeks	\$31,200.00
Part-Time Specialist	24 hours per week/44 weeks	\$14,784.00
Supervisory Time (Program Manager)	4 hours per week/52 weeks	\$3,744.00
Supervisory Time (Program Director)	2 hours per week/52 weeks	\$2,392.00
Accounting	2 hours per week/52 weeks	\$3,120.00
Total Wages		\$55,240.00
Taxes and Worker's Compensation		\$6,706.14
Benefits (10% rate)		\$5,524.00
Total Wages		\$67,470.14
Operation Expenses		\$8,000.00
HSE Testing Fees		\$1,400.00
Books		\$3,130.00
TOTAL		\$80,000.14

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") for the benefit of both its Probation Department and Sheriff's Office and Leaders in Community Alternatives, Inc. ("Consultant"), as of January 1, 2017 (the "Agreement").

Introduction

WHEREAS, the County has a need for vocational and therapeutic services; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and

concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and

completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's

general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant'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.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant 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.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Purchasing Agent
1010 Tenth Street, Suite 5400
Modesto, CA 95354

To Consultant: Leaders in Community Alternatives, Inc.
Attn: Linda Connelly
160 Franklin Street, Suite 310
Oakland, CA 94607-3725

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

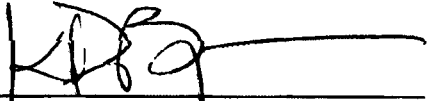


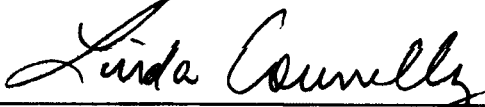
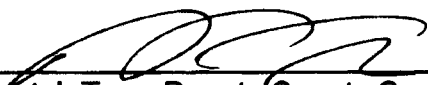
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS</p> <p>By:  Keith Boggs, Assistant Executive Officer, GSA Director/Purchasing Agent</p> <p>"County"</p> <p>APPROVED AS TO CONTENT: Stanislaus County Probation Department</p> <p>By:  Jill Silva, Chief Probation Officer</p> <p>Stanislaus County Sheriff's Office</p> <p>By:  Adam Christianson, Sheriff</p>	<p>LEADERS IN COMMUNITY ALTERNATIVES, INC.</p> <p>By:  Linda Connelly, President/CEO Leaders in Community Alternatives, Inc.</p> <p>"Consultant"</p>
<p>APPROVED: BOS Approval Dated: December 20, 2016 Board Agenda Item: #B-10</p>	
<p>APPROVED AS TO FORM: John P. Doering, County Counsel</p> <p>By:  Robert J. Taro, Deputy County Counsel</p>	

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EXHIBIT A

A. SCOPE OF WORK

1. Purpose

The overall purpose of Leaders in Community Alternatives, Inc., is to provide job readiness training, case management services and vocational training to program participants under the jurisdiction of the Probation Department and Sheriff's Office to reduce recidivism and increase gainful employment.

2. Goals

- 2.1** Increase the number of program participants who complete job readiness training, case management services and vocational training while under the jurisdiction of the Probation Department.
- 2.2** Increase the number of program participants who complete job readiness training, case management services and vocational training while incarcerated in the Sheriff's Office's custodial facilities.
- 2.3** Increase the number of program participants who obtain sustained, gainful employment following the administration of job readiness training, case management services and vocational training.
- 2.4** Reduce the number of program participants who recidivate during, and following, the administration of job readiness training, case management services and vocational training.

3. Performance Measures

- 3.1** The percentage of program participants who completed services according to their Individual Employment Plan (IEP).
- 3.2** The percentage of program participants who complete the Employment Readiness Group curricula.
- 3.3** The percentage of program participants enrolled in job readiness who engage in vocational training or job search activities.
- 3.4** The percentage of program participants doing vocational training or job search activities who obtain a job and maintain employment for a minimum of 90 days.
- 3.5** The percentage of program participants who engage in the program and graduate.
- 3.6** The percentage of program participants who recidivate while enrolled in and after exiting the program.

4. Specific Responsibilities

4.1 Consultant Responsibilities

- 4.1.1 Consultant shall provide one (1) Employment Coordinator, one (1) Employment Specialist and one (1) Barrier Removal Specialist to provide job readiness training, case management services and vocational training at the Probation Department's Day Reporting Center and at the Sheriff's Office's custodial facilities for referred offenders.
- 4.1.2 Consultant shall provide content and course material consistent with the overall goal of reducing recidivism and providing skills for program participants to obtain gainful employment.
- 4.1.3 Consultant shall provide trained facilitators to provide program participants with job readiness training, case management services and vocational training.
- 4.1.4 All facilitators must submit to the County's security screening.
- 4.1.5 Consultant shall submit a MONTHLY outcome report, which shall include the following:
 - Job Readiness Training:
 - The number of program participants referred;
 - The number of program participants who failed to appear;
 - The number of program participants engaged in the program;
 - The number of program participants engaged in job search activities;
 - The number of program participants who completed their resume.
 - Case Management Services:
 - The number of program participants scheduled for one-on-one appointments;
 - The number of program participants who fail to appear for one-on-one appointments;
 - The number of program participants who were contacted each day.
 - Vocational Training:
 - The number of program participants referred;
 - The number of program participants who failed to engage in vocational training;
 - The number of program participants engaged in vocational training;
 - The number of program participants who completed vocational training.

- Overall Program Summary:
 - The number of program participants referred to all programs;
 - The number of program participants who exited all programs, including the reason for the exit;
 - The number of program participants who obtained employment;
 - The number of program participants who maintain employment for a minimum of 30, 60 and 90 days;
 - The number of barriers which have prevented program participants from completing all programs and the percentages of program participants experiencing these barriers;
 - the name and number of program participants who recidivate without fulfilling program requirements. Program participants shall be tracked for recidivism every six months up to 18 months;
 - the name and number of program participants who recidivate after fulfilling program requirements. Program participants shall be tracked for recidivism every six months up to 18 months.

4.1.6 Consultant will attend and participate in meetings and planning sessions as necessary.

4.1.7 Consultant will maintain accurate accounting records of all costs and operating expenses, and complete records of all client services provided:

4.1.7..1 Consultant shall make all such records available to County and/or state government auditors upon demand.

4.1.7..2 Consultant shall maintain all records regarding client services for a period of at least five (5) years from the time the client was discharged from services.

4.2 County Responsibilities

4.2.1 Referrals to Leaders in Community Alternatives, Inc., will be made by Probation Department staff and Sheriff's Office staff. Probation Department and Sheriff's Office staff will confer with the Consultant on cases deemed inappropriate for programming.

4.2.2 Probation Department and Sheriff's Office staff will be available to Leaders in Community Alternatives, Inc., staff for case conferencing purposes.

4.2.3 Probation Department and Sheriff's Office staff will be available to Leaders in Community Alternatives staff to assist with the tracking of recidivism.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. The County agrees to pay Consultant for services provided in accordance with this Agreement in an amount not to exceed \$736,639.00 for the term of this contract based upon approved monthly invoices submitted by Consultant.
2. Consultant shall submit monthly billings to include the consultants' names, sub-consultants' names, services performed and expenses pertaining to this contract to: Stanislaus County Probation Department, Attn: Fiscal Services Division, 2215 Blue Gum Avenue, Modesto, CA 95358. If conditions set forth in this Agreement are met, County shall pay the sum of money claimed by the approved billing. If the conditions are not met, County shall pay when the required billing data is submitted and approved by County.
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall be paid from the 2011 Public Safety Realignment Funds as outlined in the Community Corrections Partnership 2016-2017 Plan and shall not exceed \$736,639.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

1. The term of this Agreement shall be from January 1, 2017, through June 30, 2018.

FORM #1

BUDGET WORKSHEET

Agency: Leaders in Community Alternatives, Inc.

		Annualized	FY 16/17 6 months (Jan - Jun '17)	FY 17/18 12 months (Jul '17 - Jun '18)	Contract Total (Jan '17 - Aug '18)
1	Salaries	\$ 154,440	\$ 77,220	\$ 159,073	\$ 236,293
2	Benefits	\$ 52,201	\$ 26,101	\$ 53,767	\$ 79,868
3	Operating	\$ 181,400	\$ 90,700	\$ 186,842	\$ 277,542
4	Equipment	\$ 4,800	\$ 2,400	\$ 4,944	\$ 7,344
5	Travel & Per Diem	\$ 6,000	\$ 3,000	\$ 6,180	\$ 9,180
6	Other (Startup Costs)	\$ 25,500	\$ 25,500	\$ 4,829	\$ 30,329
7	Indirect Costs (Admin Overhead)	\$ 63,651	\$ 33,738	\$ 62,345	\$ 96,083
	Totals:	\$ 487,992	\$ 258,659	\$ 477,980	\$ 736,639

Note: FY 17/18 includes a 3% increase in costs less startup expense.

	Bid Amount	\$ 487,992	\$ 260,497	\$ 476,142	\$ 736,639
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**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") for the benefit of both its Probation Department and Sheriff's Office and Nirvana Drug and Alcohol Treatment Program ("Consultant"), as of January 1, 2017 (the "Agreement").

Introduction

WHEREAS, the County has a need for vocational and therapeutic services; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and

concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and

completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's

general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant'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.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant 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.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Purchasing Agent
1010 Tenth Street, Suite 5400
Modesto, CA 95354

To Consultant: Nirvana Drug and Alcohol Treatment Program
Attn: Dane Holding
1100 Kansas Avenue Suite B
Modesto, CA 95350

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

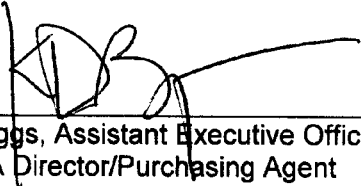


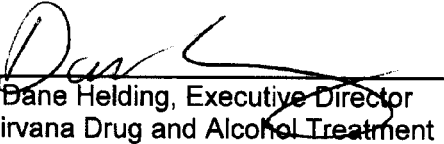
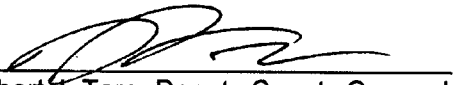
<p>COUNTY OF STANISLAUS</p> <p>By:  Keith Boggs, Assistant Executive Officer, GSA Director/Purchasing Agent "County"</p> <p>APPROVED AS TO CONTENT: Stanislaus County Probation Department</p> <p>By:  Jill Silva, Chief Probation Officer Stanislaus County Sheriff's Office</p> <p>By:  Adam Christianson, Sheriff</p>	<p>NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM</p> <p>By:  Dane Holding, Executive Director Nirvana Drug and Alcohol Treatment Program "Consultant"</p>
<p>APPROVED: BOS Approval Dated: December 20, 2016 Board Agenda Item: #B-10</p>	
<p>APPROVED AS TO FORM: John P. Doering, County Counsel</p> <p>By:  Robert J. Taro, Deputy County Counsel</p>	

EXHIBIT A

A. SCOPE OF WORK

1. Purpose

The overall purpose of the Nirvana Drug and Alcohol Treatment Program is to provide drug and alcohol treatment services to offenders under the jurisdiction of the Probation Department and Sheriff's Office to reduce recidivism among program participants.

2. Goals

- 2.1 Improve the number of program participants who complete drug and alcohol treatment while under the jurisdiction of the Probation Department.
- 2.2 Improve the number of program participants who complete drug and alcohol treatment while incarcerated in the Sheriff's Office's custodial facilities.
- 2.3 Reduce the number of program participants who recidivate following the completion of, and while enrolled in, drug and alcohol treatment.
- 2.4 Increase the number of offenders who remain clean and sober while under, and following, the supervision of the Probation Department.

3. Performance Measures

- 3.1 Performance measures will apply to each of the following drug and alcohol treatment programs: Successfully Transitioning Into the Community (STIC), residential treatment and clean and sober living. Performance measures for each of these programs will be as follows:
 - 3.1.1 The number of program participants referred to each treatment program.
 - 3.1.2 The number of program participants who were admitted to each treatment program.
 - 3.1.3 The number of program participants who exited each treatment program having completed treatment services.
 - 3.1.4 The number of program participants who exited each treatment program without completing treatment services.
 - 3.1.5 The number of program participants who recidivate while participating in treatment services.
 - 3.1.6 The number of program participants who recidivate after participating in treatment services.

4. Specific Responsibilities

4.1 Consultant Responsibilities

- 4.1.1 Consultant shall provide six (6) residential treatment beds each month for program participants referred by the Probation Department.
- 4.1.2 Consultant shall provide four (4) clean and sober living beds each month for program participants referred by the Probation Department.
- 4.1.3 Consultant shall provide one (1) STIC course for a minimum of two (2) hours in duration on a weekly basis at the Probation Department's Day Reporting Center for program participants referred by the Probation Department.
- 4.1.4 Consultant shall provide one (1) STIC course for a minimum of two (2) hours in duration for each course on a weekly basis at the Sheriff's Office's custodial facilities for program participants referred by the Sheriff's Office.
- 4.1.5 Consultant shall provide trained drug and alcohol facilitators to provide program participants with drug and alcohol treatment services for each treatment program.
- 4.1.6 Consultant shall provide program participants in residential treatment with a minimum of the following each week: 32 group hours, one (1) individual counseling session and a minimum of five (5) hours of supplemental counseling per week.
- 4.1.7 Consultant shall provide program participants in clean and sober living with a minimum of the following each week: two outpatient groups that are one-and-a-half (1.5) hours in duration for each group and one (1) individual counseling session.
- 4.1.8 All groups, counseling sessions and courses shall contain content and course material consistent with the overall goal of reducing substance abuse and recidivism among program participants.
- 4.1.9 All facilitators must submit to the County's security screening.
- 4.1.10 Consultant shall submit a residential treatment bed availability report DAILY (excluding weekends and county holidays) to the Probation Department, which shall include the following:
 - the name and number of offenders occupying each residential treatment bed, along with their projected completion date;
 - the name and number of offenders on the waiting list to occupy each residential treatment bed;
 - the name and number of offenders on the waiting list who have called to inquire about bed availability. The date(s) each offender has called shall also be included.

4.1.11 Consultant shall submit a MONTHLY outcome report, which shall include the following:

- the name and number of offenders referred to each treatment program;
- the name and number of offenders who were admitted into each treatment program;
- the name and number of offenders that completed each treatment program;
- the name and number of offenders who failed or refused to appear for each treatment program;
- the name and number of offenders who have left each treatment program without completing the program requirements, including the reason for their departure;
- the name and number of offenders who recidivate while participating in the STIC course (at the Day Reporting Center only) and in clean and sober living;
- the name and number of offenders who recidivate after leaving each treatment program without completing the program requirements. Offenders shall be tracked for recidivism every six months and up to 18 months;
- the name and number of offenders who recidivate after the completion of treatment services. Offenders shall be tracked for recidivism every six months and up to 18 months.

4.1.12 Consultant will attend and participate in meetings and planning sessions as necessary.

4.1.13 Consultant will maintain accurate accounting records of all costs and operating expenses, and complete records of all client services provided:

4.1.13.1 Consultant shall make all such records available to County and/or state government auditors upon demand.

4.1.13.2 Consultant shall maintain all records regarding client services for a period of at least five (5) years from the time the client was discharged from services.

4.2 County Responsibilities

4.2.1 Referrals to Nirvana Drug and Alcohol Treatment Program will be made by Probation Department and Sheriff's Office staff. Probation Department and Sheriff's Office staff will confer with the Consultant on cases deemed inappropriate for programming.

4.2.2 Probation Department and Sheriff's Office staff will be available to Nirvana Drug and Alcohol Treatment Program staff for case conferencing purposes.

4.2.3 Probation Department and Sheriff's Office staff will be

available to Nirvana Drug and Alcohol Treatment Program staff to assist with the tracking of recidivism.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. The County agrees to pay Consultant for services provided in accordance with this Agreement in an amount not to exceed \$273,600.00 for the term of this contract based upon approved monthly invoices submitted by Consultant.
2. Consultant shall submit monthly billings to include the consultants' names, sub-consultants' names, services performed and expenses pertaining to this contract to: Stanislaus County Probation Department, Attn: Fiscal Services Division, 2215 Blue Gum Avenue, Modesto, CA 95358. If conditions set forth in this Agreement are met, County shall pay the sum of money claimed by the approved billing. If the conditions are not met, County shall pay when the required billing data is submitted and approved by County.
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall be paid from the 2011 Public Safety Realignment Funds as outlined in the Community Corrections Partnership 2016-2017 Plan and shall not exceed \$273,600.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

1. The term of this Agreement shall be from January 1, 2017, through June 30, 2018.

BUDGET CATEGORY AND LINE ITEM DETAIL

Nirvana - Estimated Expenses	COST
Residential Treatment Bed Costs \$1,800.00 per bed, per month (for a maximum number of six beds) across 18 months	\$194,400
Clean and Sober Living Bed Costs \$700.00 per bed, per month (for a maximum number of four beds) across 18 months	\$50,400
Successfully Transitioning Into the Community (STIC) at DRC Costs \$184.61 per class (for a maximum number of one session per week) across 18 months (or 78 weeks)	\$14,400
Successfully Transitioning Into the Community (STIC) at Jail Costs \$184.61 per class (for a maximum number of one session per week) across 18 months (or 78 weeks)	\$14,400
TOTAL	\$273,600