

BOARD OF SUPERVISORS

Yolo County, California

Date: June 27, 2017

To: CAO ✓
Fin. Svcs. ✓

41.

Waive the competitive selection process and approve contract with current provider, the Sacramento County Office of Education, for the provision of re-entry services through the Yolo County Day Reporting Centers at a cost of \$620,000 per year for five fiscal years (17-18 through 22-23). (No general fund impact) (Blacklock/West)

Amanda Owens and Kathy Prizmich addressed the Board of Supervisors on this item.

Minute Order No. 17-110: Approved recommended action by **Agreement No. 17-201** and as part of that action, included a Day Reporting Center annual program update to the Community Corrections Partnership (CCP) and to the Board of Supervisors.

MOVED BY: Saylor / SECONDED BY: Provenza
AYES: Villegas, Saylor, Rexroad, Provenza, Chamberlain.
NOES: None.
ABSTAIN: None.
ABSENT: None.



County of Yolo

www.yolocounty.org

To: Supervisor Duane Chamberlain, Chair
and Members of the Board of Supervisors

Regular-General Government # 41.

Board of Supervisors

County Administrator

Meeting Date: 06/27/2017

Brief Title: Day Reporting Center Service Contract

From: Patrick Blacklock, County Administrator

Staff Contact: Carolyn West, Senior Management Analyst, County Administrator's Office, x5775

Subject

Waive the competitive selection process and approve contract with current provider, the Sacramento County Office of Education, for the provision of re-entry services through the Yolo County Day Reporting Centers at a cost of \$620,000 per year for five fiscal years (17-18 through 22-23). (No general fund impact) (Blacklock/West)

Recommended Action

- A. Waive competitive selection process for the provision of re-entry services; and
- B. Approve contract with the Sacramento County Office of Education (SCOE) for the provision of re-entry services through the Yolo County Day Reporting Centers for five fiscal years (17-18 through 22-23)

Strategic Plan Goal(s)

Thriving Residents
Safe Communities

Reason for Recommended Action/Background

Since 2013 Yolo County has contracted with the Sacramento County Office of Education (SCOE) to provide re-entry services for County probationers and state parolees. These services are provided through Yolo County Day Reporting Centers (DRC), located in Woodland, West Sacramento and the Yolo County Jail, with the goal of reducing recidivism by successfully reintegrating offenders into the community.

The current contract with SCOE is set to expire on September 30, 2017. Through this contract the County benefits from a unique funding partnership with the California Department of Corrections and Rehabilitation (CDCR) which allows the County to attain comparable DRC outcomes at a significantly lower cost (See Attachment B: DRC

Comparison). Due to the beneficial partnership provided through the current contractual arrangement, it is the opinion of the County Administrator that the competitive procurement process be waived and a new contract established with SCOE. Such a waiver is permissible under Yolo County Contracting and Purchasing Policies when contracting with another government agency.

Day Reporting Center

The DRC serves county-level jail, probation, electronic monitoring and Prop 47 clients as well as state-level parolees. As a result, funding for the program is divided between Yolo County and CDCR. This arrangement doubles the annual budget for the program, totaling \$1,409,650 annually, thus increasing the provision of services. The services include case management, job readiness, life skills, treatment, education, and other services as needed such as shuttle transportation or clothing. (See Attachment C: DRC 15-16 Budget)

Each year the DRC provides an annual report regarding program performance (Attachment D: DRC Annual Report). Since January 2013 the program has served 1,956 individuals with a 69.5% positive transition rate for in-custody clients and 46.6% for those out of custody. A positive transition refers to those who have graduated or left the program for an acceptable reason such as employment, release from custody, completed supervision, etc.

In comparing the Yolo County DRC program data to nearby Napa County DRC, the Yolo DRC appears to have similar performance outcomes but at a significantly lower cost. As shown in the comparison, (see Attachment B: DRC Comparison) the Yolo DRC and Napa DRC have a similar annual budget and provide similar programming. However, the Yolo DRC serves a higher number of clients and maintains a recidivism outcome of 26%; which is close to Napa DRC's 29% outcome. This was done at a cost per person of \$2,836 (only half of which is funded by Yolo County) compared to Napa's \$21,428 per person cost.

Contract and Leveraged Funds

The County's current contract with SCOE was approved by the Community Corrections Partnership (CCP), following two competitive procurement processes, and approved by the Board of Supervisors on January 1, 2013. On April 29, 2014 the contract term was extended through June 30, 2016 at a cost of \$685,141 per fiscal year. Since that time the DRC reduced the County's contribution to \$620,000 due to cost savings in running the program.

This agreement benefits from both leveraged funds and in-kind services. As previously mentioned the contract benefits from funds leveraged through a separate agreement between CDCR and SCOE. This arrangement was the first hybrid realignment program in the state, serving both county- and state-supervised offenders. Through this agreement CDCR provides \$705,512 per year for the DRCs in Yolo County, more than doubling the annual budget of the program. Of the total number of clients served in the DRC annually, approximately 34.4% are parolees, which means that CDCR's allocation also pays for services that local probationers/supervisees receive, thus benefiting the County. In addition, the Yolo County Office of Education provides \$84,138 to the

program and SCOE provides in-kind support services with three positions and a shuttle service at no cost to the County.

Community Corrections Partnership

In anticipation of the contract expiration on June 30, 2016, the CCP discussed whether to conduct a competitive selection process for Day Reporting Services or recommend that the Board waive that process and establish a new contract with the current provider SCOE. The CCP was unable to come to a majority determination. With the contract expiration approaching, the CCP voted instead to extend the current SCOE contract until September 30, 2017; thus allowing time for the Board of Supervisors to make a determination on the potential waiver, avoid any interruption in services and avoid the DRC having to provide layoff notices to staff, as would be required 60 days before the contract end date.

Those opposed to the waiver argued in favor of the value of the competitive procurement process to provide definitive proof of the best available services and cost.

Recommendation and Proposed Contract

Ultimately, due to the unique partnership with CDCR and the money CDCR brings to the contract, it is the opinion of the County Administrator that another vendor would be unable to provide a competitive agreement. The Yolo DRC currently provides a highly cost-effective service when compared to the nearby Napa DRC due in great part to the leveraged funds with CDCR. Therefore, it is recommended that the Board of Supervisors waive the competitive selection process and approve the new contract with SCOE (Attachment A). Since SCOE is a government agency, the Board of Supervisors may waive the competitive selection process under Yolo County Contracting and Purchasing Policies. The new agreement would have a five year term for a total cost of \$3,100,000 (\$620,000 per year) and include a 60 day termination clause. A five year term would align with the new 5 year contract between CDCR and SCOE, thus maximizing Yolo County's ability to leverage CDCR dollars for that entire period. Board authorization for the five year term is required because Yolo County Contracting and Purchasing Policies typically limit contract duration to three years absent a competitive process.

If the Board of Supervisors elects to not waive the competitive procurement process, then the County Administrator recommends extending the current contract expiration with SCOE from September 30, 2017 to December 31, 2017 at a cost of \$155,000 paid for by the CCP with AB109 funds. This would allow time for the RFP process to complete without a potential break in service to clients. It would also ensure that a vendor is chosen 60 days before the end of the contract, thus preventing the DRC from having to unnecessarily provide layoff notices to employees if they were ultimately chosen.

Collaborations (including Board advisory groups and external partner agencies)

Community Corrections Partnership
Probation
Yolo DRC
SCOE

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$3,100,000
Amount budgeted for expenditure	\$620,000
Additional expenditure authority needed	\$0
On-going commitment (annual cost)	\$620,000

Source of Funds for this Expenditure

AB 109	\$620,000
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Further explanation as needed

The new agreement with SCOE would cover five fiscal years for a total of \$3,100,000 (\$620,000 per year). The contract would be paid for through CCP with AB109 funds.

Attachments

[Att. A. Agreement](#)

[Att. B. DRC Comparison](#)

[Att. C. DRC FY15-16 Budget](#)

[Att. D. DRC Annual Report](#)

[Att. E. Presentation 1](#)

[Att. F. Presentation 2](#)

[Att. G. Comparison Handout](#)

Form Review

Inbox	Reviewed By	Date
Carolyn West (Originator)	Carolyn West	06/15/2017 04:19 PM
Carolyn West (Originator)	Carolyn West	06/21/2017 12:25 PM
Patrick Blacklock	Julie Dachtler	06/22/2017 02:48 PM
Patrick Blacklock	Julie Dachtler	06/22/2017 03:06 PM
Financial Services	Howard Newens	06/22/2017 04:22 PM
Form Started By: Carolyn West		Started On: 06/05/2017 02:48 PM
Final Approval Date: 06/22/2017		

JUL 03 2017

BY *Julie Bacht*
DERUTY CLERK OF THE BOARD

AGREEMENT NO. 17-201
(Agreement for Day Reporting Center Services)

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Yolo, a political subdivision of the State of California, ("County"), and the Sacramento County Office of Education, a political subdivision of the State of California, ("SCOE" or "Contractor") (collectively "Parties").

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as day reporting center (DRC) services; and

WHEREAS, the 2011 Public Safety Realignment encompassed in AB 109 redefines many felonies and shifts responsibilities to local jurisdictions for the housing and rehabilitation of many offenders. It represents an intentional effort to remove from California prisons - permanently - those offenders who arguably represent the least danger to their community and who have the highest capacity for reform and rehabilitation; and

WHEREAS, the Community Corrections Partnership (CCP) acts as the governing body responsible for developing and submitting public safety realignment implementation recommendations to the Board of Supervisors. Yolo County CCP is taking an active and collaborative role in reforming existing corrections practices by emphasizing the importance of evidence-based practices and cost-effective strategies; and

WHEREAS, the CCP and Board of Supervisors awarded the Sacramento County Office of Education a contract to establish Yolo County day reporting center (DRC) services in response to a request for proposals completed on or around August of 2012. SCOE has performed five years of DRC services under an agreement with the County during which they have provided regular and consistent administrative reports to the Day Reporting Center Steering Committee and the CCP including annual reports of accomplishments and program improvements; and

WHEREAS, the County desires to obtain day reporting center services comprised at minimum of the following individual programs: Anger Management, Life Skills Training, Substance Use Disorder Services, Educational Services, DUI Education Services, Family Reunification Services, Employment/Vocational Training Services, and Independent Living Case Management services; and

WHEREAS, the County also desires to maintain service provisions and delivery in two Yolo County cities, Woodland and West Sacramento; and

WHEREAS, the State contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State contract; and

WHEREAS, the County waived the competitive selection process under Section E.2.b of the County of Yolo Administrative Polies and Procedures Manual: Contracting & Purchasing Policies which authorizes the Board of Supervisors to contract directly with a federal, state, or local government entity without a competitive selection process, and SCOE is a government entity; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the services set forth below and in Exhibit A-Scope of Work, and in a manner satisfactory to the Chief Probation Officer and Yolo County Sheriff, or each of his/her designees, (together, the “Directors”). These services include the following tasks and subtasks: SCOE shall provide pre- and post-release evidence-based services at the Yolo County DRC to offenders that represent the least danger to the community and demonstrate the highest capacity for reform and rehabilitation in a manner satisfactory to the Directors. The Directors shall refer the offenders to the appropriate DRC for services.

B. The Yolo County Sheriff's Office and the Yolo County Probation Department will jointly manage this Agreement. The County will provide two facilities for the Sheriff's Woodland In-Custody Jail Site and Probation's Woodland Out-of-Custody Site along with the phone lines, and internet for these sites.

C. More specifically, Contractor shall provide a full range of services with the focus on: (a) Anger Management; (b) Life Skills Training; (c) Substance Use Disorder Services, (d) Educational Services, (e) Family Reunification Services, (f) Employment/Vocational Training Services, and (g) Independent Living Case Management services. Contractor will provide all equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement excluding those provisions listed above in Section I.B.

D. The complete contract shall include the following exhibits attached to and incorporated into this Agreement by reference:

Exhibit A	Scope of Work
Exhibit B	HIPAA Requirements

In the event of any conflict between any of the provisions of this Agreement (including exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

E. Contractor shall comply with all applicable provisions of Contractor's contract with the California Department of Corrections and Rehabilitation (CDCR) to provide day reporting services in Woodland and West Sacramento.

F. Contractor may subcontract the types of services set forth in Section XVIII below. Any subcontractors providing services under this Agreement must also comply with the terms and conditions set forth in this Agreement and the County's Accounting Handbook for CBOs and Contract Administration Manual for CBOs (copies of which have previously been provided to Contractor).

G. The Directors may approve modifications to the term, scheduling, billing rates, and allocation of funds, provided that there is no increase in the total compensation as set forth in Paragraph II of this Agreement. Any such approval must be in writing with both Directors' signatures.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services required by this Agreement, and subject to the condition that the services have been completed in a manner satisfactory to the Sheriff and Chief Probation Officer, compensation to be paid to Contractor shall not exceed \$620,000 annually and shall not exceed a total of \$3,100,000 for five years of service.

Agreement Term:

July 1, 2017, through June 30, 2022

Total Agreement Not-to-exceed Amount

\$3,100,000.

B. Any other provision of this Agreement notwithstanding, because this Agreement is funded by State funds, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment and contingent upon the Community Corrections Partnership and Yolo County Board of Supervisors appropriating funds for DRC services. County's inability or failure to compensate Contractor shall relieve Contractor of any obligation to perform services under this Agreement.

III. METHOD OF PAYMENT

A. Within 30 days of the completion of services in a manner that is satisfactory to the Directors, Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the agreed upon monthly salary for each person providing the service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for travel reimbursement shall also include a copy of the Sheriff's and/or Chief Probation Officer's or their designee's written approval in advance of such expenses being incurred. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within 15 calendar days of the receipt of Contractor's detailed invoice, the Directors shall either authorize payment or advise Contractor in writing of any concerns that the Directors have with the invoice and any need for further documentation.

C. Within 30 calendar days of the Directors' authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

IV. REPORTS

A. Contractor shall produce and present to County an Annual DRC Outcomes Report no later than December 1st of the following fiscal year which, at minimum, shall include but not be limited to a full description of the SCOE Day Reporting Center Services required in Exhibit A, collaborative partnerships, subcontractor qualifications, the number of referrals by agency, individual service participation rates, DRC program completions, designated successful transitions, analysis of engagement in DRC services.

B. Contractor shall provide prompt individualized (client specific) operational reports to Sheriff and Probation Case Management Staff for the purposes of ensuring timely enrollment, status updates, and discharge correspondence.

C. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the County, at the times and in the manner

specified by this Agreement, or by the County if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Directors.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VI. RECORDS; ACCESS, RETENTION

SCOE shall retain and make available for review by the Directors all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County at any reasonable time. Contractor shall notify the County at least 30 calendar days prior to any destruction of these records following the five years. Upon such notification, the County shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the Yolo County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within 30 days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's

decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2017 through June 30, 2022 unless sooner terminated as provided under this Agreement.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving 60 days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director(s) before such termination and for which funds have been appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving 10 days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under

this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota,

eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XI. CONTRACTOR'S RESPONSIBILITIES (INDEMNIFICATION)

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by a party to a greater extent than permitted under the public policy of the State of California, each party shall indemnify, defend and hold harmless the other party, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the indemnifying party, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Parties' and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Subcontractor(s) agrees to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

In providing any defense under this Paragraph, each party shall use counsel reasonably acceptable to the other party.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$3,000,000/occurrence and \$6,000,000/aggregate

- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non- owned vehicles)
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. **Workers’ Compensation – Statutory Limits/Employers’ Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages.

a. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director ten (10) days for delinquent insurance premium payments).

6. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

7. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

8. Each party shall waive all rights of subrogation against the other party, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may

purchase the coverage required and the cost will be paid by Contractor.

XIII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Sacramento County Office of Education
10474 Mather Boulevard
P.O. Box 269003
Mather, CA 95655
Attn: Matt Perry, Ed.D., Assistant Superintendent

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Captain Carter Vaughn

Yolo County Probation Department
2780 East Gibson Road
Woodland, CA 95776
Attn: Brent Cardall, Chief Probation Officer

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (916) 228-2403

Sheriff: (530) 668-5238

Probation: (530) 406-4729

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or

both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds pursuant to this Agreement during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State and/or the County by this Agreement and/or the State contract shall constitute an express and immediate breach of this Agreement.

XVIII. ASSIGNMENT AND SUBCONTRACTS

SCOE may subcontract any of the following services required under this Agreement, and is responsible for ensuring that its subcontractors comply with all terms and conditions of this Agreement:

Orientation
In-Depth Needs and Risk Assessment
Development of a Case Service Plan
Transitional Housing/Sober-Living Environment
Breathalyzer Testing for Alcohol Use
Urinalysis Testing for Alcohol and Drug Use
Substance Abuse Education and Counseling
Criminal Thinking
Anger Management
Domestic Violence
Cognitive and Life Skills Development
Parenting and Family Reintegration
Community Service
Educational Services/GED Preparation
Budgeting and Money Management
Job Readiness and Job Search
Discharge Planning
Aftercare
Referral to Other Agencies

Contractor may subcontract other services under this Agreement if it notifies County and receives explicit approval prior to such subcontracting. The subcontractor(s) shall maintain the same amount of insurance as required of SCOE by this Agreement and SCOE shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the Parties that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor

nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXI. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of

entitlement” with the meaning and rights that phrase has been given by case law.

C. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements set forth in Exhibit B attached hereto.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

**SACRAMENTO COUNTY
OFFICE OF EDUCATION**

By: Matthew D. Perry
Matthew D. Perry
Assistant Superintendent,
Sacramento County Office of Education

COUNTY OF YOLO

By: Duane Chamberlain
Duane Chamberlain, Chair
Board of Supervisors

Attest:
Julie Dachtler, Clerk
Board of Supervisors

By: Julie Dachtler
Deputy (Seal)

Approved as to Form
Philip J. Pogledich, County Counsel

By: Carrie Scarlata
Carrie Scarlata, Asst. County Counsel

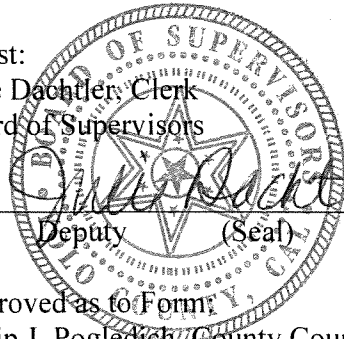


EXHIBIT A
SCOPE OF WORK

I. Contract Description:

The 2011 Public Safety Realignment encompassed in AB109 redefines many felonies and shifts responsibility to local jurisdictions for the housing and rehabilitation of many offenders. It represents an intentional effort to remove from California prisons - permanently – those offenders who arguably represent the least danger to their community and who have the highest capacity for reform and rehabilitation.

In light of Yolo County's expanded responsibilities over a larger correctional population attributed to the passage of AB 109, alternatives to custody and the application of graduated sanctions are becoming increasingly critical to managing jail population pressure. A day reporting center (DRC) is one approach that mitigates jail overcrowding and provides offender accountability while simultaneously supporting behavior change programming documented to reduce recidivism and improve public safety. According to the National Institute of Justice, a DRC serves overlapping purposes:

- 1) enhance offender surveillance;
- 2) provide or broker treatment services; and
- 3) target offenders who would otherwise be confined.

Contractor agrees to provide the County an array of pre- and post-release evidence-based services at the Yolo County DRCs targeted to address the causes of re-offending behavior among AB 109 inmates supervised by the Yolo County Sheriff and Probation. Services provided will address the criminogenic needs of the participating offenders that contribute to re-offending behaviors. The services include, but are not limited to, criminal thinking, anger and aggression, education and vocational needs, substance abuse, and pro-social relationships. These services shall be provided in an effort to assist the participants' successful release into their communities upon release from the Yolo County Jail (Jail). The goal is to reduce recidivism through effective community reintegration, thereby increasing public safety.

The services shall be provided at the in-custody DRC located at 140 Tony Diaz Drive in Woodland, California and the out-of-custody DRC located at 2780 East Gibson Road (Woodland DRC Out-of-Custody), Woodland, California.

Contractor will serve a minimum of 200 male and female participants annually through this program. The facility shall accommodate a maximum of 75 out-of-custody and 50 in-custody participants at any given time.

II. Contractor Responsibilities:

A. Administration of DRC

The Yolo County DRC shall operate under a joint contract managed by the Sheriff's Department and the Probation Department. Contractor shall collaborate with the Sheriff's Department,

Probation Department, Health and Human Services Agency, and other appropriate criminal justice public safety agencies.

B. Electronic Monitoring/Global Positioning System

Yolo County currently utilizes these services. Contractor will collaborate with County agencies when DRC participants are receiving such services.

C. Out-of-Custody Population to be Served

With the goal of targeting high to moderate risk out-of-custody offenders, the Woodland DRC Out-of-Custody program will serve approximately 75 adult offenders at any given time depending on available space. At the discretion of the Directors, parolees from the California Department of Corrections and Rehabilitation (CDCR) may participate in DRC services at the Woodland DRC Out-of-Custody program.

D. In-Custody Population to be Served

The operator of the DRC shall have the capacity to serve approximately 50 offenders housed in the Yolo County Jail at any given time depending on available space. Offenders served while in-custody may or may not transition to the out of custody DRC, but only those transitioning to the Out-of-custody DRC program will be eligible to graduate.

E. Location and Space

The In-custody DRC shall be housed on the Yolo County Sheriff's campus located at 140 Tony Diaz Drive. The Out-of-custody DRC shall be housed at 2780 East Gibson Road. Yolo County will provide facility space, phone lines and internet connectivity. All other operating costs at the Woodland DRC Out-of-Custody site, will be the responsibility of Contractor (e.g., all utilities, janitorial services, etc.)

F. Hours of Operation

Contractor shall provide monitoring and treatment services at least five days a week, Monday Friday except approved holidays that fall on a weekday, with office hours that can accommodate the work schedules of the clientele.

G. Data Collection/Quality Assurance

Contractor shall provide data collection and evaluation, with quality assurance presented annually to the CCP and may present to the Board of Supervisors in the form of a DRC Annual Report presentation.

H. Criminogenic Assessment and Screening Tools

Contractor shall administer a County-approved risk and needs assessments to program participants in both the in-custody and out-of-custody phases.

I. Curriculum Programming

Contractor shall provide curriculum and programming at the DRC to the in-custody and out-of-custody populations and shall coordinate with local providers, when appropriate, to enhance services at the DRC.

J. Referral Services

Contractor DRC staff shall work closely with the Yolo County Health and Human Services Agency and local providers as applicable for mental health and substance use continuum of care services. Contractor DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures in order to coordinate the rapid referral and placement of offenders in such programs by Probation Department staff.

K. Supervision and Tracking

Contractor shall provide daily check-ins for participants. Actual check-ins will depend on participant's progress as determined by the Contractor. Offenders will be assigned to appropriate treatment programming designed to reduce recidivism.

L. Immediate Notification

Contractor DRC staff shall immediately notify the Probation Department and/or local law enforcement of any problems that would jeopardize public safety or the offender's continuation in the DRC. Problems may include but not be limited to: failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk.

M. Alcohol and Drug Use Monitoring

Contractor staff at the DRC will monitor participants using current technology and methods to detect alcohol or drug use by offenders.

N. Individual Programs

Contractor shall provide, and/or collaborate with community based organizations to provide, curriculum and programming components of the DRC including but not necessarily limited to the following:

- a. Anger Management
- b. Life Skills Training
- c. Substance Use Disorder (SUD) Services
- d. Educational Services
- e. Employment/Vocational Training Services

0. Reporting

1. Contractor shall use a database to collect all participant demographic and program data and coordinate data collection and evaluation efforts and provide data and information, as requested and defined by Yolo County in compliance with relevant confidentiality laws.
2. Contractor shall complete a weekly report which provides participant referral, enrollment and exit data. The report covers Friday through Thursday, is due to the designated County representative each Monday by 10:00 a.m.
3. Contractor shall turn over to County all data collected upon termination of this Agreement.

P. Additional Contractor Responsibilities

1. Maintain financial and staff resources at levels equivalent to those provided by Contractor as of June 30, 2017 and as presented by Contractor staff to the CCP Board at its May 8, 2017 meeting. Contractor will provide in-kind support services for the following activities:
 - a. SCOE Executive staff attendance at County administrative planning meetings, to oversee contract and to make executive decisions.
 - b. Site management for the West Sacramento DRC.
 - c. Ensure transportation needs to West Sacramento clients are met.
 - d. Provide a staff member who assists with all of the community service projects operated through the DRC.
2. Ensure that a minimum of two journey level staff are present at the facility during all hours of operation.
3. Provide and schedule on-site classes at least between, but not limited to, the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The DRC will be closed on Saturdays and Sundays. The DRC shall be open a minimum of four hours on holidays unless otherwise approved by the Directors.
4. Provide transportation to and from the DRC facility for program participants through the use of public transportation (i.e., bus passes) or by private transportation. Under no circumstances will Contractor provide monetary funds for transportation purposes. If Contractor provides transportation via a private vehicle, the staff shall possess a valid driver's license and the vehicle shall be fully insured.
5. Ensure all assigned participants are continuously engaged in program related activities and services.
6. Establish and maintain positive relationships with the Yolo County Sheriff's and Probation departments in addition to community-based organizations.
7. Make staff available for initial orientation and ongoing training comparable with that provided by County to its employees pursuant to laws, rules, policies and procedures.
8. Meet with Yolo County representatives as often as necessary to review progress and performance.

The reviews shall include, but not be limited to, assisting in the implementation of program components, quality assurance, problem solving and determining future performance objectives.

9. Maintain communication between custody staff and the client's supervising probation officer on a regular basis in order to share information regarding participant and solicit participation in the progress of treatment plan.
10. Contractor has a history of and will continue to partner with Yolo County Probation, in a collaborative effort to provide services to both Yolo County probationers and CDCR parolees. Yolo County Probation will assume all costs associated with the Woodland Day Reporting Center and Contractor's CDCR contract assumes all costs associated with the West Sacramento Day Reporting Center. Contractor will ensure that parity in CDCR funding exists on an annual basis with the funds expended by Yolo County. Contractor will continue to provide an annual budget report detailing the parity between Yolo County and CDCR funding. Any changes to the Contractor's CDCR contract will be communicated in writing to the Directors within 10 business days. Contractor shall maintain DRC operations under the CDCR agreement in West Sacramento as a term of County's contract.
11. Work with Directors to develop proposed performance measures and outcomes of Yolo County Day Reporting Center by January 1, 2018; performance measures may be amended by the Directors as needed.

EXHIBIT B
HIPAA COMPLIANCE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the “Privacy Rule” and “Security Rule.” Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with sub Section (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United

States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

(n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.

(o) Contractor shall report to the County any security incident of which it becomes aware.

(p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By Matthew D. Perry

Matthew D. Perry
Assistant Superintendent,
Sacramento County Office of Education