Exhibit “A”

Social Advocates for Youth
Scope of Work

Program Description/Curriculum - Life & Career Readiness Training
SAY proposes to utilize the Sonoma County Upstream Tier 2 Promising Practice curriculum “Tackling the Tough Skills™”. It is an interactive and highly customizable open entry/exit curriculum designed to build skills for work and life in hard-to-reach adults and youth as they seek success. The course was originally designed in 1996 as Welfare Reform programs demanded a course for individuals with little or no work experience and often a deficit of the social-emotional skills to be successful in the workplace. It has been used successfully around the United States and other countries with in-custody and ex-offender populations of youth and adults. The curriculum consists of 5 chapters (Attitude, Responsibility, Communication, Problem Solving, Preparing for the Workplace) with sub-topics that can be used by the activity, topic, chapter, or the entire curriculum. It encourages and teaches critical thinking skills through reflection, discussion, small group work and role playing.

- **Attitude**: This chapter addresses that attitude affects everything else in life and that even the most negative self-attitudes can be conquered by recognizing and capitalizing on inner strength. The inevitability and difficulty of change is addressed as well as the influence of attitude on the availability of resources to succeed in life. Topic areas include: Attitude: A State of Mind, Self-Attitude, Change, Humor, Self-Talk, Individual Strengths, Stress, and Resources.

- **Responsibility**: This chapter emphasizes responsibility as a choice and the interrelatedness of self-respect and responsibility. It discusses that responsible behavior involves making and keeping commitments and that proactive behavior can change one’s life. Topic areas include: We Have a Choice, Respect, Responsibility & Commitment, and Responsibility & Change.

- **Communication**: This chapter highlights the fact that communication is critical to every relationship in our lives and that body language, listening, speaking, vocabulary-building and reading are all forms of communication that require lifelong learning. Lessons illustrate that conflict can be either positive or negative and its resolution is often dependent on our own behavior – including that anger is a natural emotion that can be managed with constructive measures. Topic areas include: It’s More Than Talking, Body Language, Listening, Speaking, Reading, Conflict Resolution, Anger Management, “I” Statement, and Difficult People.

- **Problem Solving**: This chapter discusses the notion that good decisions come from recognizing the core problem and that creative brainstorming can produce a wide variety of options. Teamwork is illustrated as a mechanism to capitalize on individual and group strengths. Topics include: Life Can Be Habit Forming, Problems, I Think I Got It, Be Creative, Working Together, and Time Management.

- **Preparing for the Workplace**: Each of the previous chapters sets the life-skills stage for the discussion of preparing for, entering, and staying in the workplace successfully. This chapter discusses attitude toward work as an influence on success in the workplace. It illustrates that good career choices depend on careful planning. It teaches good interviewing and resume-writing skills can help land the job and ultimately that we determine our own success in life. Topics include: The Career Path, Job Search, The Interview, and Job Retention.

In addition to the Tackling the Tough Skills curriculum, a successful employment readiness and job placement program will allow staff time to work one-on-one with individuals to help them customize and improve their resume, their interview skills, and to identify the field(s) that best match their background and experience. Additionally, with an in-custody population it will be important to work with clients and coach them until they are comfortable addressing their criminal background to put potential employers at ease.

**Recommended Class Size & Duration of Participation**
Tackling the Tough Skills is highly customizable and SAY recommends shortening the standard (12 sessions, 2 hours per session) to 10 sessions, 2 hours per session – which will include one-on-one time with clients to work on resumes and interview skills as well as make sure that clients have referrals to available community-based job search and placement program post-release. Recommended maximum class size is 12-16 individuals, with open entry/exit available for an in-custody population. The time of day and day of the week can be negotiated with MADF staff based upon classroom availability and to best meet the needs of inmates.
Exhibit B

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
   a. Required if Consultant has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. Required Evidence of Insurance: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   d. County of Sonoma Sheriff’s Office shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.

h. Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3. Automobile Liability Insurance
   a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
   b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Insurance shall cover hired and non-owned autos.
   d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies
   Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.

5. Documentation
   a. The Certificate of Insurance must include the following reference: Agreement for Tackling the Tough Skills Classes.
   b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
   c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Sheriff’s Office, 2796 Ventura Avenue, CA 95403.
   d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
6. **Policy Obligations**
   Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. **Material Breach**
   If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.
**Independent Professional Service Contracts: Administrative Policy #4-6**

**Criteria for Determining Independent Contractor Status (Checklist)**

Name of Contractor: Social Advocates for Youth  
County Department: Sheriff's Office  
Dept. Contact Person: Susan Stark  
Date: 02/04/15  
Phone: 565-3116

### SECTION I

**Please Answer the Following Questions For Determining Consistency with IRS Contractual Relationships:**

- **a.** Do I, as the employer, have the right to control not only the result of the work, but also the way in which it is done?  
  - YES □  
  - NO □

- **b.** Am I setting the independent contractor's hours?  
  - YES □  
  - NO □

- **c.** Is the independent contractor restricted from taking jobs from other businesses at the same time he/she is working for me?  
  - YES □  
  - NO □

- **d.** Do I or other departments, to the best of my knowledge, have employee(s) with similar duties as the independent contractor? (Consult with the Personnel Department.)  
  - YES □  
  - NO □

- **e.** Does the County supply assistants to the contractor?  
  - YES □  
  - NO □

- **f.** Does the County furnish training, tools, or equipment to the contractor?  
  - YES □  
  - NO □

### SECTION II

**Please Answer the Following Question for Determining Compliance with County Administrative Policy #4-6:**

- **a.** Have you executed more than one contract (or any renewal, reissuance, change order, or extension of a contract) with this vendor for the same scope of work in the same fiscal year?  
  - YES □  
  - NO □

**Signature:** ___________________________  
**Date:** 02/04/15  
**Department Head or Authorized Representative**

### COUNTY COUNSEL REVIEW (for consistency with IRS criteria for independent contractual relationships):

- All questions in Section I. have a “NO” response and personal service contract is less than $100,000; therefore, County Counsel signature not required.  
- All questions in Section I. have a “NO” response and contract is less than $150,000 for ISD, GS, ACTTC, & CAO; therefore, County Counsel signature not required.  
  - Approved, even though a "yes" is marked
  
  **County Counsel** ___________________________  
  **Date** ____________

  **County Counsel explanation of exception (use back of form if necessary):**

  **Not approved** ___________________________  
  **County Counsel** ___________________________  
  **Date** ____________

**Instruction for Distribution:**

This form must accompany all independent contractor agreements submitted to County Counsel for approval, the Board or Purchasing Agent for execution, and the Auditor-Controller/Treasurer-Tax Collector Department for payment. The Purchasing Agent shall not execute, nor Auditor-Controller/Treasurer-Tax Collector pay, any contract not approved. All contracts marked "not approved" will be returned to the department.

- IRS Form W-9 included for first time contract or Vendor No. ______________________________ data incorrect.  
- FAMIS Vendor No. ______________________________ has correct 1099 information.
EXEMPTION OF COUNTY COUNSEL REVIEW FORM

Name of Vendor: Social Advocates for Youth
Scope of Work (brief description): Agreement for Tackling the Tough Skills Classes
Contract Term: 04/01/15-06/30/16
Contract Amount: 27,104.00

The Sheriff's Department is submitting the attached contract or amendment to the (check one) □ Purchasing Agent □ CAO □ Department Head for processing without County Counsel review because it meets all of the requirements set out in the Policy for Exemption of County Counsel Review, which are set forth below:

A. FORM OF CONTRACT USED – Check One:

☑ The attached contract employs the County's Standard Contract Form and it does not contain any Non-Standard Provisions, WITH THE EXCEPTION OF DETENTION SECURITY PROVISIONS, SECTION 1.3, PREVIOUSLY APPROVED BY COUNTY COUNSEL.

☐ The contract can be signed by the Department Head (it does not require Purchasing Agent, CAO or Board approval) and it is in a form that has been approved by County Counsel in writing ("Department Head Contract").

☐ The attached contract employs the County's Standard Contract Form but it contains following Non-Standard Provisions (check any box that applies):

☐ Section 5 (Indemnification) – Alternate indemnification provision for design professionals used because is required or authorized pursuant to Policy; professional liability insurance is included in the contract.

☐ Section 5 (Indemnification) – Mutual indemnification provision is used because the contract is with another governmental entity and the County is also providing services or contributing work under the contract.

☐ The following Non-Standard Provisions were used (listed by section number):

B. REQUIREMENTS FOR ELIGIBLE CONTRACTS – Both Boxes Must Be Checked:

☑ The contract features no attachments with terms or conditions that conflict with the County’s Standard Contract Form or with the Department Head Contract (as applicable).

☑ The contract is valued at $100,000 per year or less, and it is not for attorney services.

PREPARED BY: APPROVED BY:

Staff Preparer: Susan Stark Dept. Head: ____________________________
Date: 2-4-15 Date: ____________________________

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