AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of June 14, 2016 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Blue Rock Institute dba San Francisco Forensic Institute, a Psychological Corporation and California certified small business (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified California non-profit corporation, experienced in providing early intervention and prevention services for juvenile offenders; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the provision of delivering treatment services for sexually abusive youth for Sonoma County juvenile offenders.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the following services within the times or by the dates provided herein. Upon request of County and at the direction of the Sonoma County Probation Department, Consultant shall provide services for the benefit of Sonoma County juveniles pursuant to the “Juvenile Probation Program.” The specific services Consultant shall provide under this Agreement are detailed in the Scope of Services which is attached to this Agreement as Exhibit "A" and incorporated herein. Should there be any conflict between this Agreement and the documents attached as Exhibit "A", the terms of this Agreement shall prevail. The County does not guarantee any minimum or maximum amount of work under this Agreement.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant
hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care including internal quality assurance processes appropriate to ensure service is delivered as designed, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by County shall not operate as a waiver or release. If County determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel. Consultant, and all of its subcontractors who provide services under this Agreement, shall comply with the following requirements regarding personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. All direct service personnel must pass a background examination and be fingerprinted before performing any services under this Agreement. Consultant’s employees shall follow the fingerprinting procedure set forth in “Exhibit D”, incorporated herein by this reference. Fingerprint reports shall be forwarded to the County’s Chief Probation Officer for review. County’s Chief Probation Officer shall have the discretion to approve Consultant’s employees for working with the Youth served under this Agreement.

c. All persons assigned to perform services under this Agreement on behalf of the Consultant are subject to background investigations performed by or under the direction of the Probation Department.

d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of valid licensure from the State of California.

f. All persons assigned to perform services under this Agreement on behalf of Consultant shall submit certification of appropriate training to deliver proprietary programming.

g. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant is responsible for arranging for training, as prescribed by the
Auditor’s Office, for the new Executive Director or Financial Director within 60 days of their assuming their new positions. Consultant’s failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

h. In the event that any Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5 Program Referrals. The only individuals who may participate in the Consultant’s programs under this Agreement are those who have been referred to the program by the County or who are eligible for the program based on criteria approved by the County. All referrals must be submitted on approved County forms. For all program services, Probation will contact minor and family participants to notify them of referral to services. Consultant shall contact family of referred minor and report the status of contacts within ten (10) business days of Probation’s referral form. Participation of any individual not referred by the County or through the procedures established herein shall result in the disallowance of the Consultant’s costs associated with the participation of that individual in Consultant’s program.

1.6 Access to Probation Department Facilities. Consultant may be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.
2.1 Payment. For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit “B” and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed three hundred eight thousand, seven hundred ($308,700). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

2.2 Monthly Billing Statements. The Consultant will submit Monthly Invoices, in a format to be provided by the County, within 10 business days after the end of the month in which the services were rendered. Each invoice shall be supported by Monthly Logs and Timesheets, in a format to be provided by the County. Forms include: (a) Client Sign-In Sheet; (b) Group Sign-In Sheet; (c) Client Tracking Sheet; and (d) Extension/ Suspension of Services Form. County shall provide descriptions or samples of the identified reports in word/excel format.
2.3 Manner of Payment. Payments shall be made by County within 30 days of presentation of the Monthly Invoices by Consultant for services performed in the designated month. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.4 Funding and Program Changes. The County reserves the right to modify levels of funding for programs and renegotiate program budgets, if needed, due to increases or decreases in funding from the State. The County also reserves the right to request changes in program design to accommodate a change in circumstances or a change in State requirements. The County Chief Probation Officer has authority to request and approve program design changes that do not significantly alter this Agreement.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from June 14, 2016, to June 30, 2019, unless terminated earlier in accordance with the provisions of Article 4 below. Consultant’s obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination. County has the option to extend the term of this agreement two (2) times for a period of one (1) year per extension on the same terms and conditions as set forth herein.

4. Termination.
4.1 **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 **Termination for Cause.** Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 **Termination for Non-Appropriation.** County may terminate this Agreement at any time, upon giving Consultant thirty (30) days written notice, for any of the following reasons:

   a. County has exhausted all funds legally available for payments to become due under this Agreement;

   b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;

   c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or

   d. An appropriation of funds for the next fiscal year has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

4.4 **Payment Upon Termination.** Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 **Authority to Terminate.** The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Probation Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. **Indemnification.** Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its
officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant’s obligations under this Section apply whether or not there is concurrent negligence on County’s part, but to the extent required by law, excluding liability due to County’s conduct. County shall have the right to select its legal counsel at Consultant’s expense, subject to Consultant’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. 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 in Exhibit E, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality. Consultant and its directors, officers, employees, agents, and subcontractors shall comply with all state and federal laws regarding privacy and disclosure of information to third parties. Consultant understands that in order for Consultant to meet its obligations to provide services pursuant to his Agreement, it may be necessary for County to share confidential and sensitive information with Consultant. Consultant agrees to maintain the confidentiality of
such information and to take all steps necessary to prevent its directors, officers, employees, agents, and subcontractors from disclosing to any third party such confidential information received from County. Consultant shall comply with all requests by County personnel made in furtherance of protecting the confidentiality of information received from County, provided such requests are in compliance with state and federal laws.

10. **General Administration Requirements.**

10.1 **Client Entry and Exit Forms.** Consultant shall complete Entry and Exit forms, to be provided by the County. Consultant shall provide the completed form to the County within five (5) days of the date the entry or exit occurred. County shall provide descriptions or samples of the identified reports upon Consultant’s request.

10.2 **Client Tracking Forms.** Consultant shall complete a Client Tracking Form to be provided by the County. Consultant shall provide the completed form to the County on a semi-monthly schedule, on the tenth (10th) business day of every month, and on the last business day of every month. County shall provide descriptions or samples of the identified report upon Consultant’s request.

10.3 **Reporting Requirements.** Consultant must comply with all data and information requests as required by California Government Code 30061 and Sonoma County Probation. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Consultant’s costs associated with the participation of the particular Youth in Consultant’s program. In addition, Consultant shall comply with the following:

10.3.1 Consultant shall provide separate reports (data and outcome measures) for each program as described in Exhibit C.

10.3.2 Consultant shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.

10.4 **Fiscal Management.** Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations, and 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (The Super Circular).

10.5 **Audit Requirement.** Consultant shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards The Super Circular, as appropriate. Consultant shall provide the results of such annual audits to County.
10.6 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Consultant shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the 5 years, there is ongoing litigation or an outstanding audit involving those records, the Consultant shall retain the records until resolution of the litigation or audit. Such records shall include:

a. Referral and enrollment information;

b. Notices of termination, and successful and unsuccessful completion;

c. Attendance records and time sheets for Youth;

d. All files referring to Youth, including personnel files;

e. All time sheets and documentation to support salary and benefit cost expenditures and service and supply expenditures; and

f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.

10.7 Records Disclosure. Consultant shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes as described in Exhibit “C”. Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.

10.8 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Consultant, Consultant shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Consultant agrees to comply with any instructions it receives from County in this regard. In the event Consultant receives any compensatory credits and refunds, for which County has previously reimbursed Consultant, then Consultant shall remit such compensatory credits and refunds to the County.


11.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.
11.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent consultant and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

11.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

11.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance— applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
11.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

11.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

13. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:
Attention: Probation Administration
Sonoma County Probation Department
600 Administration Drive, #104J
Santa Rosa, CA 94503

TO: CONSULTANT:
Blue Rock Institute
Dba San Francisco Forensic Institute
870 Market Street, Suite 875
San Francisco, CA 94102
c aflinton@sffi.us
When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.


15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
15.7 **Merger.** This writing (including all Exhibits) is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9 **Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: Blue Rock Inst  
dba San Francisco Forensic Inst:  
By: Charles A. Flinton MD  
Name: Charles A. Flinton MD  
Title: Chief Psychologist / CFO  
Date: 5/3/15

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: __________________________  
Department Head  
Date: ________________

APPROVED AS TO FORM FOR COUNTY:

By: __________________________  
County Counsel  
Date: ________________

By: __________________________  
Purchasing Agent  
Date: ________________
Exhibit A
Scope of Service

Consultant will provide individual therapy, group therapy, family therapy, parent group and when appropriate, medication management and polygraph testing to sexually abusive youth and young adults referred by Sonoma County Probation. Each participant will receive an in-depth assessment/intake prior to the start of services. Optional services covered under this agreement include additional consultation and court testimony.

Typically, treatment lasts from 6 to 24 months with a gradual reduction in frequency of services over time if the participant is progressing. Typical services involve once weekly individual and once weekly group unless otherwise indicated. Families may also participate in once monthly family therapy and parent group.

The treatment model is consistent with the Guidelines for the Assessment and Treatment of Sexually Abusive Juveniles (CCOSO, 2013) including the use of the Collaborative Model. The primary therapy modality is Cognitive Behavioral Therapy, which involves a number of strategies such as relapse prevention, psycho-education, cognitive restructuring, emotional management, impulse control, arousal management, social skill development and victim awareness. The consultant is also certified to deliver treatment to adult sex offenders by the California Sex Offender Management Board.

Consultant will provide written reports or summaries to Probation regarding intake, discharge monthly treatment progress. Any no shows or any other concerns arising from treatment will be communicated to the supervising probation officer in writing within 3 business days. Consultant will participate in monthly case conferences with Probation to review participant treatment progress with officers and address any issues that arise.

Referred participants will be served in their preferred language and consultant will provide staffing to meet these needs. Services will be delivered at a site agreed upon by Probation and consultant however Probation is not responsible for identifying locations for services.

Key personnel:
Dr. Norbert Ralph: Clinical director. May conduct research, develop treatment plans, deliver therapy, co-facilitate group therapy and participate in monthly case consultation meetings.
Dr. Charles Flinton: Administrative director. May conduct research, assessments, deliver therapy, co-facilitate group therapy and participate in monthly case consultation meetings.
Dr. Wendy Herrera: Primary clinician; bilingual Spanish-English. Will conduct assessments, deliver therapy, co-facilitate group therapy and participate in monthly case consultation meetings.
Oscar Baide, LCSW: Clinician; bilingual Spanish-English. Will conduct assessments, deliver therapy, co-facilitate group therapy and participate in monthly case consultation meetings.
Cindy Rinker, MFT: Therapist, Administrative Director. Will monitor billing and contract changes.
### Exhibit B
#### Fee Schedule

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual therapy</td>
<td>$120/hour</td>
<td>60 minute sessions, weekly</td>
</tr>
<tr>
<td>Family therapy</td>
<td>$110/hour</td>
<td>60 minute sessions, monthly</td>
</tr>
<tr>
<td>Group therapy</td>
<td>$330/90 minutes</td>
<td>90 minute group, weekly</td>
</tr>
<tr>
<td>Parent group</td>
<td>$330/90 minutes</td>
<td>90 minute group, monthly</td>
</tr>
<tr>
<td>Intake/assessment</td>
<td>$550/youth</td>
<td>Report to be provided to Probation upon completion of intake/assessment</td>
</tr>
<tr>
<td>Additional testing</td>
<td>$200/youth</td>
<td>As needed</td>
</tr>
<tr>
<td>Polygraph</td>
<td>$400/test</td>
<td>As needed</td>
</tr>
<tr>
<td>Quarterly progress reports and Discharge Summaries</td>
<td>$25/report</td>
<td>Detailed progress report to be provided quarterly and at discharge to Probation</td>
</tr>
<tr>
<td>Monthly summary and concern reports</td>
<td>No charge</td>
<td>Short, bulleted reports on attendance and any concerns the clinician may have</td>
</tr>
<tr>
<td>Monthly participation in collaborative meetings with Probation staff</td>
<td>No charge</td>
<td>Typically clinician and supervisor, some participation will occur via Skype</td>
</tr>
<tr>
<td>Weekly consultation beyond 30 minutes</td>
<td>$100/hour</td>
<td>As needed</td>
</tr>
<tr>
<td>Court testimony</td>
<td>$200/hour</td>
<td>As needed</td>
</tr>
<tr>
<td>No show for Individual therapy</td>
<td>$90/ occurrence</td>
<td>Probation will be informed of each occurrence</td>
</tr>
</tbody>
</table>

Rates shall increase by the annual fiscal year rate of increase of the Consumer Price Index of Northern California annually beginning one year from the effective date of this agreement.

Reimbursement for direct service hours. Direct service fees are inclusive of treatment time, workshop materials (workbooks), preparation time, travel time, and other associated costs and activities involved in planning and delivering services. Time spent meeting with Probation, preparation time, phone calls, evaluation surveys, local travel time, case planning time, and all other costs are built into the hourly rates. The hourly service category rate will not change based on the number of participants, or the number of staff utilized to provide the program.

Documentation of Direct Service Hours: The Consultant shall include a description of the service provided to support the direct services hours billed. Consultant shall submit a monthly claim by the tenth (10th) of each month following services rendered. Consultant shall provide details, including names of participants and staff, dates and locations of service, for each treatment session performed. This documentation will support the services for monthly reimbursement, and shall accompany the submission of monthly invoices. Payment for undocumented or unsupported services shall not be reimbursed.
Consultant will use the following to monitor quality of program delivery and program outcomes. Information will be shared with Probation at quality assurance visits and in at least one written outcomes report per year.

Quality Assurance – The following activities will be conducted by the Consultant for quality assurance purposes:

<table>
<thead>
<tr>
<th>Quality Assurance Activity</th>
<th>Frequency</th>
<th>Person Responsible</th>
<th>Documentation</th>
<th>Quality Improvement Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly case conference</td>
<td>The meet occurs weekly via skype or face-to-face with clinical staff</td>
<td>Cynthia Rinker, MFT and/or Wendy Herrera, Psy.D.</td>
<td>Redacted minutes</td>
<td>Assure participation and attendance</td>
</tr>
<tr>
<td>Face-to-Face clinical supervision</td>
<td>Once or twice weekly -1 hour each</td>
<td>Charles A. Flinton, PhD, or co-supervisor</td>
<td>Supervision notes</td>
<td>Assure participation and attendance</td>
</tr>
<tr>
<td>Monitoring new, relevant research</td>
<td>Ongoing- Minimum once per month</td>
<td>Charles A. Flinton, PhD (all staff)</td>
<td>Email dissemination and discussion/ Online data base and library</td>
<td>Ongoing communication and monitoring</td>
</tr>
<tr>
<td>Quality Assurance interview with client by non-treating clinician</td>
<td>Every six months or as needed</td>
<td>Rotating (treating clinician to monitor)</td>
<td>QA form</td>
<td>Monitor and communicate treatment issues/approach/ needs</td>
</tr>
<tr>
<td>Staff Training</td>
<td>All staff must log 18 hours per year of sex offender specific training</td>
<td>Cindy Rinker, MFT</td>
<td>Certificates/or sign ins</td>
<td>Assure participation and attendance</td>
</tr>
<tr>
<td>File/documentation review</td>
<td>Quarterly</td>
<td>Michael Scheerer (Office manager)</td>
<td>Chart review forms</td>
<td>Monitor and communicate errors, missing notes, signatures etc.</td>
</tr>
</tbody>
</table>
**Outcome Measures** – The following outcomes will be measured by Consultant:

<table>
<thead>
<tr>
<th>SHORT TERM OUTCOMES</th>
<th>INDICATORS</th>
<th>METHOD OF DATA COLLECTION</th>
<th>TOOLS used to collect data</th>
<th>WHO COLLECT DATA</th>
<th>TIMEFRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>You do not need to plan to collect data on long-term outcomes</td>
<td>Performance Measures - How will you track change?</td>
<td>Interviews with families/caregivers/POs—Quality Assurance interviews by non-treating clinician.</td>
<td>JSSORRA T-II (as base) ERASOR JSOAP-II YLSCMI</td>
<td>Staff</td>
<td>Staff</td>
</tr>
<tr>
<td>Reduction in risk for sexual re-offense</td>
<td>Objective measures, clinical assess., collateral interviews with PO/caregivers, collateral documents (e.g., school), client self-report, attendance, participation, homework completion.</td>
<td>Interviews with families/caregivers/POs—Quality Assurance interviews by non-treating clinician.</td>
<td>YLSCMI SAVRY*</td>
<td>Staff</td>
<td>Ongoing with special focus at 3, 6, 12 months</td>
</tr>
<tr>
<td>Reduction in general or violent recidivism</td>
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<tr>
<td>Improvement in mental health functioning (or amelioration of mental health functioning limitations, or trauma)</td>
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<tr>
<td>Improvement of prosocial social contacts/activities</td>
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<tr>
<td>Improve prosocial activities</td>
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<tr>
<td>Improvement of family functioning and positive involvement</td>
<td></td>
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<tr>
<td>(When appropriate) Address substance use issues</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(When appropriate) address deviant sexual interests</td>
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</tr>
</tbody>
</table>

- *When appropriate
Exhibit D

Juvenile Probation Fingerprinting Procedure for Community Based Organizations

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Consultant, must be fingerprinted as required by County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.

2. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.

3. CBO staff-member will contact the Probation HR Administrative Aide, at 565-2798 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment with the Sonoma County Juvenile Probation Services, Sonoma County Sheriff’s Office or Sebastopol Police Department.

4. CBO staff-member will need to provide the following information for the fingerprint card: Name, AKA’s, Address, Place of Birth, Sex, Date of Birth, Social Security #, Height, Weight, Eye Color, Hair Color.

5. On the day of the appointment, CBO staff-member is to pick-up the fingerprint form from the Probation Department at 600 Administration Dr. Room 104J, Santa Rosa, for appointments at the Sheriff’s Office only. The Probation HR Administrative Aide will fax the live scan request form to the Juvenile Justice Center (JJC). On the day of appointment, CBO staff-member will be required to present a California Driver’s License.

6. CBO Staff-member will return the fingerprint form to the Probation Department immediately following the appointment.

7. Probation contact will forward Direct Service Staff Roster to the Probation HR Administrative Aide or HR Liaison, to announce pending schedule request for CBO and update database with newly hired staff and terminations.

8. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.
Agreement to Background Check

I, __________________________, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature: __________________________ Date: ________________

Witness Signature: __________________________ Date: ________________
Exhibit E
County of Sonoma Contract Insurance Requirements (Template # 5)

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 any 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 Commercial 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, its Officers, Agents and Employees 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 Limits: $1,000,000 combined single limit per accident.
   b. Insurance shall apply to 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 apply to hired and non-owned autos.
   d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

   a. Minimum Limit: $1,000,000 per claim or per occurrence.
   b. 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.
   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
   d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
   e. Required Evidence of Insurance: Certificate of Insurance.

5. 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.

6. Documentation

   a. The Certificate of Insurance must include the following reference: Sonoma County Probation Department - YOBG.
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 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
   County of Sonoma, its Officers, Agents and Employees
c/o Juvenile Probation Analyst
7425 Los Guillicos Road, Department B
Santa Rosa, CA 95409-6516

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.

7. Policy Obligations
   Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. 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.