

**AGREEMENT BETWEEN THE COUNTY OF PLACER AND KOINONIA FOSTER HOMES,
INC**

CONTRACT NO: 000000
DEPARTMENT: Placer County Probation Department
CONTRACTOR: Koinonia Foster Homes Inc.
DESCRIPTION: Crisis Resolution Center

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and Koinonia Foster Homes Inc. (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Crisis Resolution Center (CRC) for the Placer County Probation Department.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

County's total fiscal obligation under this Agreement shall not exceed \$721,000.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2021 to June 30, 2022, with two one-year renewals.

4. Exhibits; Merger Clause; Amendments

This following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Services

Exhibit B: Payments and Rates

This Agreement, including the Exhibits and Attachments, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this agreement without cause by providing 30 days advance written notice to the other party. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior

written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

a. The limits of liability shall not be less than:

- i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
- iii. Two million dollars (\$2,000,000) General Aggregate

b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) “The County of Placer, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”
- (ii) “The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self- insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss.”
- (iii) “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer.”

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. Additional Insurance Requirements

- (i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment

of any premiums or assessments under any policy issued by a mutual insurance company.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

12. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination. County will follow-up and ensure that the Contractor takes timely and appropriate action on all deficiencies.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of

its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

14. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Consultant's business, business records, and/or business systems by a third party, which access could potentially expose County records, data, or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Consultant must notify County within 48 hours. Notice under this section must include the date of incident and Consultant's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its records, data, and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

15. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

16. Governing Law; Jurisdiction; Venue

The Parties enter into this Agreement in the County of Placer, California. The laws of the State of California shall govern its interpretation and effect. The parties agree that Placer County Superior Court is the proper venue for any dispute related to the Agreement.

17. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Marshall Hopper, Chief Probation Officer
Address: 2929 Richardson Drive, Suite B, Auburn, CA 95603
Telephone: 530-889-7900
Email: mhopper@placer.ca.gov

In the case of Contractor, to:

Name, Title: Bill Ryland, KHFT Director
Address: P. O. Box 1403
Telephone: 916-652-0171
Email: bryland@kfh.org

18. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

19. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

20. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

21. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

Koinonia Foster Homes Inc.
("CONTRACTOR")*

COUNTY OF PLACER ("COUNTY")

Signature

Print Name

Chair of the Board, President, or
 Vice President

Date: _____

Brett Wood, Purchasing Manager
Placer County Executive Office

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Payment Terms

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

**EXHIBIT A
SCOPE OF WORK**

- 2.1 The contractor shall provide a Crisis Resolution Center (CRC) which shall include a temporary shelter, respite care and ancillary services for pre-delinquent youth and their families through a collaborative, integrated and multi-disciplinary approach in Placer County.
 - 2.1.1 The contractor shall provide an emergency shelter that is applicably licensed with the California Department of Social Services. The contractor may own and/or operate the emergency shelter, or subcontract with a group-home operator for the emergency shelter.
 - 2.1.2 While the services of contractor's facility shall be available to juveniles on a County-wide basis, the actual facility shall be located in south Placer County. This is in recognition of the demographics of the County where 66% of the County population and 62% of youth on probation reside in the south County area. The contractor's facility shall be at a site that is easily accessed by the more dense population centers of Rocklin, Roseville, Loomis and Granite Bay.
 - 2.1.3 The contractor's Crisis Resolution Center shall be a minimum 6-bed, residential group home with adequate facilities for the provision of the required ancillary services.
 - 2.1.3.1 The contractor's emergency shelter must be staffed with two (2) or more persons, with one male and one female, at all times, and shall be able to provide intake on a 24-hour basis.
 - 2.1.4 The contractor's Crisis Resolution Center group home must provide three meals per day for youth in residence at the group home.
 - 2.1.5 Youth in residence at the group home may be required to do household chores.
 - 2.1.6 The County of Placer will guarantee payment for 6 beds on a 365 day per year basis. The County estimates that approximately 5 beds will be full at any given time. However, the contractor shall not refuse care for any juvenile in need of emergency shelter and/or or respite care. The intent of the Crisis Resolution Center is not long term care, but rather to assist in immediate resolution of the crisis situation and return the juvenile to regular housing and educational circumstances with follow-up as needed.
- 2.2 The contractor's Crisis Resolution Center shall target minors and their families experiencing relationship problems and shall place a strong emphasis on outreach services as they relate to aftercare efforts as youth return to their homes and reunify with their families subsequent to incapacitation.
 - 2.2.1 The contractor's Crisis Resolution Center program shall work closely with law enforcement agencies within Placer County in a collaborative effort to identify and refer appropriate program participants. Said law enforcement agencies shall include Placer County Probation Department, Placer County Sheriff, Placer County District

Attorney's Office, California Highway Patrol, California Department of Forestry and/or any municipal police department within the County.

- 2.2.2 For the purposes of this document, "outreach" shall be defined as ongoing contact, after the immediate crisis is resolved to the point needed to stabilize the situation for the juvenile to the normal home/school situation or to foster care as applicable, to assist in further development of skills on the part of the juvenile and family unit.
- 2.3 The contractor's Crisis Resolution Center shall be designed to provide services that shall address root causes of problems and prevent the escalation of behavior to decrease the likelihood of entrance into the juvenile justice system.
- 2.4 The contractor's Crisis Resolution Center shall provide services for Placer County youth between the ages of 12 through 17, who are not presently under the jurisdiction of the courts. The youth may be runaways, truant, or beyond control of their parent(s), and/or at risk of committing law violations which could result in incarceration and/or costly out of home placement.
- 2.5 The contractor's Crisis Resolution Center shall provide respite care for crisis intervention and a temporary, emergency shelter with a minimum of a 6-bed, co-educational facility. The temporary shelter shall be provided for the shortest time necessary to provide services required to resolve the crisis, to allow the family to re-unify, and to facilitate the necessary outreach services being implemented.
- 2.6 Youth and/or families may be referred to the Crisis Resolution Center by self-referral, by law enforcement, probation officials, school(s), and/or any public or private community agency.
- 2.6.1 The County of Placer may make public announcements through the CEO/Public Information Office concerning the contractor's Crisis Resolution Center. The contractor shall utilize networks and/or other resources available for making the Crisis Resolution Center known to the public.
- 2.6.2 The County of Placer anticipates that in true emergency situations that 911 and/or ACCESS will be the first resource those citizens in need will call, and that the contractor's Crisis Resolution Center will be a secondary resource to them.
- 2.7 The contractor's Crisis Resolution Center shall provide ancillary services that may include, but not necessarily be limited to, the following:
- Outreach Services
 - Family Reunification Services
 - Family Counseling
 - Individual Counseling
 - Conflict Resolution
 - Substance Abuse Education/Counseling
 - Mentoring
 - Vocational education/training
 - Education Services
 - Assessment
 - Crisis Intervention and Resolution

- Anger Management
- Stress Reduction
- Competency Development

2.8 The contractor's Crisis Resolution Center program shall provide case management, as required by the State of California to maintain licensing, for each youth who enters the program to determine the specific needs of the youth and family in terms of services provided while physically in the shelter and for follow-up after care. The County of Placer, Probation Department will also provide case management to oversee the contractor's program.

2.8.1 The contractor shall be required to maintain complete, auditable records as legally required by all applicable state and federal laws, regulations and requirements. The contractor shall provide quarterly reports indicating the number of individual juveniles served, in total nights spent in the shelter per individual, the average number of nights spent in the shelter, and the total of ancillary services provided.

**EXHIBIT B
PAYMENT TERMS**

- 3.1 The contractor shall charge a firm, fixed price per month, for all youth actually placed and in residence at the Crisis Resolution Center. The price per month shall include all ancillary services. The proposed price shall be firm for the initial one-year contract period.
- 3.2 The contractor shall charge \$60,083. per month.
- 3.2.1 Price shall include six residential placements per day, all related family services and all ancillary services.
- 3.3 The contractor shall submit a monthly invoice, in arrears, for each month, and for all ancillary services provided. The invoices shall be submitted to:
- Placer County Probation Department
2929 Richardson Drive, Suite B
Auburn, CA 95603
- 3.4 The Placer County Probation Department reserves the right to audit the contractor's records for billing accuracy.