

**MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Marshall Hopper, Chief Probation Officer 

DATE: June 7, 2011

SUBJECT: Sign the attached contract for comprehensive services provided to at-risk minors and their families under the Juvenile Justice Crime Prevention Act (JJCPA) with Koinonia Family Services for a dollar amount not to exceed \$550,000.

ACTION REQUESTED

Sign the attached contract for comprehensive services provided to at-risk minors and their families under the Juvenile Justice Crime Prevention Act (JJCPA), with Koinonia Family Services for a dollar amount not to exceed \$550,000.

BACKGROUND

The Juvenile Justice Crime Prevention Act of 2000 provided supplemental funding for Placer County to implement programs that will impact juvenile justice throughout the County. In April of 2011, the Juvenile Justice Coordinating Council (JJCC - of which a Board member is a member) approved the Comprehensive Multiagency Juvenile Justice Plan Modification (CMJJPM). The CMJJPM directs Probation in how JJCPA funding should be allocated, including the continuation of services to the residents of Placer County (to the extent possible with existing funding) via our Crisis Resolution Center (CRC). The Probation Department has used Koinonia for its CRC since 2001, when the Department commenced the provision of shelter and services for runaways and other at-risk minors in our community. Koinonia was originally selected through a competitive bid process in 2001. Koinonia was contracted again in 2006 as a sole source provider.

The original contract was a not to exceed amount of \$400,000 in 2001. In 2005, the not to exceed amount was increased to \$500,000 due to increased demand for both bed space and ancillary services. In 2006, the amount was increased to the \$550,000. The cost remains at that level.

The Probation Department and Procurement Services continue to believe that due to the combination of complex services (short term emergency shelter, counseling services for minors and their families and the provision of counseling services via a crisis line), there are no other viable vendors able to provide this comprehensive combination of services within Placer County. Additionally, the California Department of Social Services (CDSS) has placed a moratorium on the group home license type needed to operate facilities like the CRC throughout California. This means finding a vendor with an existing license is the only option for services currently. Probation's partner agencies, Children's System of Care, Placer County Sheriff's Department, Placer County District Attorney and the City of Roseville's Police Department have each expressed their satisfaction with these services as provided by Koinonia.

The proposed contract is for one year only (July 1, 2011 through June 30, 2012) due to the fact that as of July 1, 2011, Placer County will no longer receive JJCPA funds. The portion of sales tax that funds this program sunsets in June of 2011. The Probation Department has retained enough JJCPA funds to maintain this facility through November of 2011. Should the State fail to re-fund the JJCPA program, the contract before you today would allow the Probation Department to provide Koinonia with a thirty day notice of our intent to close the facility. Koinonia's representatives have been informed of the status of funding and the possibility that this facility may be closed later this year. Should funding be restored, Probation would, in conjunction with Koinonia, continue operation of the facility.

FISCAL IMPACT

The contract resulting from this recommendation will be in the maximum amount of \$550,000. Your Board's approval of this contract will not impact County General Fund monies. Probation receives revenues from the State through JJCPA that will be used to fund the Crisis Resolution Center, and are included in the Department's proposed FY 2012 budget.

Cc: Jim Boggan, Purchasing Manager

Administering Agency: Placer County Probation Department

Contract No. _____

Contract Description: Crisis Resolution Center 2012

COPY

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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of July 1, 2011, by and between the County of Placer, ("County"), and Koinonia Foster Homes, Inc., ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in the Scope of Work, attached as Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B. **The amount of the contract shall not exceed five hundred and fifty thousand Dollars (\$550,000.00).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified herein, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its 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 Contractor to practice its profession at the time the services are performed.
8. **Term.** The original contract period shall be for the period of July 1, 2011, through June 30, 2012.

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. Workers' Compensation and Employers' 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".

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

B. General Liability Insurance

A. 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:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. 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:

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

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) 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).

E. 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:

(1) The limits of liability shall not be less than:

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

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months 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. Endorsements:

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

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "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."

C. "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."

D. 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.

E. Professional Liability Insurance (Errors and Omissions)

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

If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor 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 six (6) months 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.

10. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER 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 PLACER 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 contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the 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 the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. **HIPAA Compliance:** CONTRACTOR agrees, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162, and 164) to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.
12. **Contractor Not Agent.** 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.
13. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
14. **Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
15. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its

profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

16. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving not less than thirty (30) days notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

17. **Non-Discrimination:** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

18. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

19. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

20. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
21. **Conflict of Interest.** 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.
22. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
23. **Contingency of Funds.** CONTRACTOR agrees that all funds for this Agreement are contingent upon COUNTY receiving sufficient Juvenile Justice Crime Prevention Act funds from the State of California for the period covered by this Agreement. CONTRACTOR agrees and understands that in no event will any of the COUNTY'S obligations under this Agreement be funded with any other funds of the County of Placer.
24. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
25. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
26. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Probation Dept
 Attn: Chief Probation Officer
 2929 Richardson Drive, Suite B
 Auburn, CA 95603

Phone: 530-889-7900
 Fax: 530-889-7950

CONSULTANT:

Crisis Resolution Center
 Attn: Bill Ryland
 P.O. Box 1403
 Loomis, CA 95650

Phone: 916-652-0171
 Fax: 916-652-3979

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: _____

Approved As to Form – County Counsel:

By: _____

CONTRACTOR - _____ *

By: _____

Name: _____

Title: President/Vice President

By: _____

Name: _____

Title: Secretary

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered

EXHIBIT A

SCOPE OF SERVICES

- 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 4-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 4 beds on a 365 day per year basis. The County estimates that approximately 2 beds will be full at any given time, and has historical information that an average of 2.6 bed days has been required for run-away juveniles in Placer County. 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 4-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 aftercare. 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 FOR SERVICES RENDERED

- 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 \$45,833.33 per month.
 - 3.2.1 Price shall include five residential placements per day, all related family services and all ancillary services.
 - 3.2.2 Price shall include forty-five additional residential placements per year (on average) and all related family services.
- 3.3 The contractor shall submit a monthly invoice, in arrears, for each month, plus any additional beds utilized, 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.

