AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA PROBATION DEPARTMENT AND THE SEVEN CHALLENGES, LLC

This is an Agreement between the County of Santa Clara on behalf of the Probation Department (County) and The Seven Challenges, LLC (Contractor) relating to the provision of a 2nd Umbrella License to provide training, support, and authorization for the implementation of The Seven Challenges Program.

PURPOSE
The Seven Challenges Program is listed on SAMHSA's (Substance Abuse & Mental Health Services Administration) National Registry of Evidence-based Programs and Practices for substance use treatment of adolescents. This agreement will allow up to six substance use treatment providers to be trained in and use The Seven Challenges Program to treat youth in Santa Clara County.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I
REQUIREMENTS

1. Overview
The Seven Challenges®, LLC (Contractor) will provide training and support services to counseling and supervising staff from up to Six (6) Agencies (Agency or Agencies) selected mutually by the Probation Department (Probation or County), the Department of Alcohol and Drug Services (DADS), and the Contractor and authorize them under a “2nd Umbrella License” to provide substance abuse treatment using The Seven Challenges Program. Contractor will assist the County in its selection of the 2nd Umbrella License agencies by participating in conference calls with prospective agencies. Contractor will have the right of refusal to include any agencies that the County identifies in the 2nd Umbrella License. DADS will provide clinical oversight of all six agencies under the Umbrella License per a Memorandum of Understanding with the Probation Department.

2. Contractor will provide the following services, which are further specified in The Seven Challenges Implementation Procedures (Exhibit I), attached and incorporated by this reference:
   a. License and Initial Training will include the following:
      i. The Seven Challenges Director of Training and Support will provide two three-day, on-site Initial Trainings for the Agency staff, including all clinicians and other employees from each Agency, who will be using the Program with youth or providing supervision for counselors. Staff implementing, using, or supervising the Program must participate in 100% of the Initial Training and they will be certified to begin providing substance abuse treatment using The Seven Challenges Program immediately. Licensed Agencies may also use The Seven Challenges affiliation in contracts and publications.
      ii. Around the time of the Initial Trainings, the trainer will facilitate up to three overviews presentations of The Seven Challenges. Court professionals, ancillary staff from each Agency, and other pertinent community members may be invited. The goal is to facilitate understanding of the Program with those involved with young people who may receive services.
ii. Quarterly Support & Professional Development Calls between The Seven Challenges clinical team and the clinical supervisors from each Agency will begin within six weeks of the completion of the Initial Training. Clinical and implementation issues will be addressed during these conference calls and Seven Challenges clinical assistance can also be accessed outside these calls by contacting the Director of Program Services.

iv. Contractor will be readily available to leaders from each Agency via email or telephone to help with Seven Challenges clinical and implementation issues that arise and require immediate support.

v. Contractor will provide documentation necessary to obtain CEUs or other certification for staff attending the Initial Trainings.

vi. Contractor will provide assistance adapting The Seven Challenges Program to meet any special service needs of Agencies serving youth under the 2nd Umbrella License.

b. Leader Training: each Agency will select at least one Leader (generally the clinical director and clinical supervisor) to attend the three day, on-site Leader Training. Leaders are taught advanced Seven Challenges clinical skills, monitoring for fidelity, and Program supervisory skills. Leaders are also taught and qualified to deliver the Initial Training to new counselors and staff joining their Agency when there is turnover.

c. Support/Fidelity Visit: this 2.5-3 day visit is to provide additional support and training and to monitor for Program fidelity. The trainer will meet with all the counselors using The Seven Challenges Program and with the Agency Leaders and the Regional Leader. Journal and documentation reviews will be conducted and at least three group counseling sessions will be observed.

3. County will provide:
   a. A facility to conduct the Initial Training and Leader Training sessions and overview presentations of The Seven Challenges Program.
   b. Training aides such as a flipchart, projectors, television/VCR, and other equipment needed to conduct the training sessions.
   c. Class rosters and course participant evaluation forms if applicable.
   d. A Regional Leader to assist with Seven Challenges implementation of this 2nd Umbrella license. The Regional Leader will attend the Initial and Leader Trainings, if they have not already, and will be qualified to substitute in a licensed Seven Challenges Agency should a temporary absence of a Leader occur.

ARTICLE II
DELIVERABLES, MILESTONES, TIMELINES FOR PERFORMANCE

The Initial Training session will take place on dates to be agreed upon by the County and the Contractor. The Leader Training will take place according to mutually agreed upon dates approximately two to three months after the initial training. The Support/Fidelity visit will take place according to mutually agreed upon dates approximately 9-10 months after the Initial Trainings and prior to June 30, 2013. Quarterly support and professional development calls and immediate support calls/emails will occur throughout the term of the agreement.

ARTICLE III
PERFORMANCE STANDARDS
Probation will evaluate and document the Contractor’s performance in accordance with Santa Clara County policy. Contractor evaluation will consist of, but not limited to the following evaluation forms:

a. Contractor Performance Evaluation report;
b. On-site review; and/or
c. Contractor self-evaluation

ARTICLE IV
FISCAL REQUIREMENTS

1. Term
The term of this Agreement is from June 1, 2012, up to and including June 30, 2013, unless terminated sooner as provided in Article VI, Section 6., Termination.

2. Payment Schedule
a. Contractor may terminate this Agreement upon 30 days written notice to the County; such notice to be provided to the Probation Manager.
b. The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. This Agreement is contingent on the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for purposes of this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to the Agreement indicating the reduced amount. In the event of termination, all finished or unfinished documents, reports, and other materials (collectively referred to as “materials”) prepared by Contractor under this Agreement must become the property of the County and must be promptly delivered to the County. Upon receipt of such materials, Contractor must be paid for the services performed and reimbursable expenses incurred to the date of termination.
c. The maximum compensation under this Agreement must not exceed $51,100.00.
d. Contractor shall submit an invoice for completed deliverables on a monthly basis, as appropriate. Invoice will include the Contractor’s name and address; invoice number; contract number; date and description of services; total invoice amount; year to date expenditures and remaining contract balance.
e. Invoices will be reviewed and must be approved by the Deputy Chief Probation Officer for Juvenile Services.
f. Budget:
   i. Contractor will be paid for services rendered at the following rates:
      i.1 License & Two Initial Trainings: $35,800.
      i.2 Leader Training: $6,400.
      i.3 Support/Fidelity Visit: $4,500.
   ii. Contractor will be reimbursed for travel expenses up to $4,400; Travel includes airfare, hotel, parking, meals and ground transportation. Contractor must abide by Santa Clara County Travel Policies for all travel that will be invoiced to Probation.

ARTICLE V
ACCESS, AUDIT AND INSURANCE REQUIREMENTS

1. Access
Contractor must permit County, the State Board of Corrections, and its authorized agents, to have access to Program staff, Program records and facilities whenever Program activities are in progress and provide proper facilities for access monitoring and inspection.

2. **Audit**

   In addition to the contract provisions stated in Article VI, Contracting Principles, Contractor must keep books and records showing all financial and business transactions under this Agreement and for a period of three years thereafter. All books, records, reports and accounts maintained pursuant to this Agreement, or related to Contractor’s activities under this Agreement, must be open to inspection and audit by County, State, and Federal governments upon demand during normal business hours throughout the term of this Agreement and for a period of three years thereafter. County must have the right to receive copies of all or any of the above-described documents. Adjustments, which are found to be necessary as a result of auditing prior to termination of this Agreement, may be made from current billings. Contractor must provide a copy of the financial audited statements to the County thirty days after completion.

3. **Indemnification/Insurance**

   Contractor’s indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B-2 “Insurance Requirements,” hereto attached and incorporated by this reference.

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**ARTICLE VI**

**OTHER REQUIREMENTS**

1. **Assignment**

   Contractor has been selected to perform services under this Agreement based on the qualifications and experience of Contractor’s personnel. Contractor may not assign this Agreement or the rights and obligations hereunder without the specific written consent of the County. Except as approved in this Agreement, Contractor must not enter into subcontracts for any of the work contemplated under this Agreement without first obtaining written approval of the County, and any subcontracts entered into by Contractor without such approval must be void.

2. **Conflict of Interest**

   In accepting this Agreement, Contractor covenants that it presently has no interest, and must not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services. Contractor further covenants that, in the performance of this Agreement, it must not employ any contractor or person having such an interest.

3. **Independent Contractor Status**

   Contractor must perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of County. None of the provisions of this Agreement is intended to create, nor must be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and must not be construed to be in relationship of joint venture, partnership or employer-employee. Neither party must have the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided
herein. Contractor must be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

4. **Workers Compensation and Taxes**
Contractor must agree and understand that the County does not provide Workers Compensation to, or on behalf of, the Contractor, for the services to be performed and the County does not withhold Federal or State Income Taxes from monies due to the selected individual, agency or organization for services performed. Taxes and insurance are the sole responsibility of the Contractor.

5. **Assignment of Clayton Act, Cartwright Act Claims**
Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

6. **Termination**
   a. Contractor may terminate the license with an individual agency included in the 2nd Umbrella License, should there be a persistent lack of fidelity to the model. Contractor will involve Probation and DADS in the decision, and corrective actions will be requested, in writing, of the agency at least 30 days in advance.
   b. County may terminate this Agreement upon 30 days written notice to the other party; such notice to be provided to The Seven Challenges, LLC.
   c. The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. This Agreement is contingent on the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for purposes of this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to the Agreement indicating the reduced amount. In the event of termination, all finished or unfinished documents, reports, and other materials (collectively referred to as “materials”) prepared by Contractor under this Agreement must become the property of the County and must be promptly delivered to the County. Upon receipt of such materials, Contractor must be paid for the services performed and reimbursable expenses incurred to the date of termination.
   d. The County may terminate this Agreement for cause upon written notice. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by The Seven Challenges, LLC, (2) violation by The Seven Challenges, LLC of any applicable laws, (3) failure to provide services in a satisfactory manner, or (4) a decision by the Board of Supervisors not to fund the services within the fiscal years 2012 and 2013 or a decision by the Board of Supervisors to end or reduce the services during the fiscal years for budgetary reasons. Such notice shall specify the reason(s) for termination and shall indicate the effective date of such termination.

7. **Amendments**
Any amendment to the term and conditions of this Agreement is effective only upon mutual agreement signed by the parties.

8. **Notices**
All notices prescribed by this Agreement must be in writing and must be deemed effective upon their deposit in the United States mail, postage prepaid with return receipt requested and addressed:
9. **Severability**
If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same must either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

10. **Entire Agreement**
This document embodies the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations, written agreements and oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

11. **Confidentiality**
During the performance of this Agreement, Contractor will have access to confidential information about the client/probationer, which is protected by California and Federal privacy laws, and such information is not permitted to be disclosed, disseminated or distributed to another entity or party other than the County's Probation Department staff and staff from the Probation Department's contracted evaluation consultants, Community Crime Prevention Associates. Contractor must use all necessary care to maintain and secure confidential information at all times, including the destruction of this information when it is no longer needed and/or upon termination of this Agreement. Contractor must not discuss such information with any other party, without the express written consent of the Probation Department or with the signed consent of parent/guardian or as Contractor may be required by law to disclose. In the event that Contractor receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such document is being requested, Contractor must immediately give notice to the Probation Department in order to permit the County to seek a protective order or other similar order.

12. **Counterparts**
This Agreement may be executed in one or more counterparts, each of which must be deemed to be an original, but all of which together must constitute one and the same instrument.

13. **Waiver**
No delay or failure to require performance of any provision of this Agreement must constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and must apply to the specific instance expressly stated.

14. **Governing Law**
This Agreement has been executed and delivered in, and must be construed and enforced in accordance with, the laws of the State of California and venue must lie in the County of Santa Clara.

15. **County No-Smoking Policy**
Contractor and its employees, agents and subcontractors, shall comply with the County’s No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as
amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.


17. Compliance with any State or Federal funding data requirements.

**ARTICLE VII**

**CONTRACTING PRINCIPLES REQUIREMENTS**

Contractor must comply with all of the following during the term of this contract:

1. Contractor must comply with all applicable federal, state, and local rules, regulations, and laws.
2. Contractor must maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records must be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved; whichever period is longer or longer if otherwise required under other provisions of this contract.
3. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor must, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
4. Contractor must provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, “financial audit” includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.
5. Contractor must use County funds paid under this contract for County services and must not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement must not preclude the realization of profit or savings.
6. Contractor must promptly advise the County Department /Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.
7. Contractor provided to County as a part of the renewal process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor’s employees, length of service, staff turnover and training, complaints (if any) regarding legal violations, and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with this Section or any portion thereof, and/ or the breach of Contractor’s warranty there under, may be considered a material breach of this contract and may, at
the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor must be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County’s intended action.
ARTICLE VIII
NON-DISCRIMINATION

Contractor must comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor must not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor must Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

COUNTY OF SANTA CLARA

George Shirakawa, President
Board of Supervisors

MAY 22 2012

The Seven Challenges, LLC

Sharon Connors Conner
Director of Program Services

MAY 11, 2012

ATTEST:

Lynne Regan
Interim Clerk of the Board of Supervisors

MAY 22 2012

APPROVED AS TO FORM AND LEGALITY:

Nancy Clark
Deputy County Counsel

May 8, 2012