

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Paws Helping People, Inc. dba UnChained

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Dog-In-Residence (DIR) Canine Training & Care Academy in conjunction with Canines Teaching Compassion (CTC) program for in in-custody youth housed at Monterey County Juvenile Hall.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:
\$ 48,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2026 to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.
- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 **NON-DISCRIMINATION:**

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Jose Ramirez, Chief Probation Officer	Melissa Wolf, President
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 441, Soquel, CA 95073
Address	Address
(831) 755-3913, Fax (831) 759-7246	(831) 818-8738
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

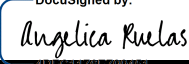
Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE

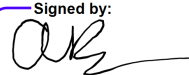
IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 
DocuSigned by: 4BFC1170E78951...
 Contracts/Purchasing Officer
 Date: 9/16/2025

By: _____
 Department Head (if applicable)
 Date: _____

Approved as to Form
 Office of the County Counsel¹
 Susan K. Blitch, County Counsel

By: 
Signed by: 07825F9AA80B4A1...
 County Counsel
 Date: 9/15/2025

Approved as to Fiscal Provisions
DocuSigned by: E79EF64E57454F6...
 By: 
 Auditor/Controller
 Date: 9/16/2025

Reviewed as to Liability Provisions
 Office of the County Counsel-Risk Management

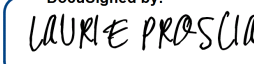
By: _____
 David Bolton, Risk Manager
 Date: _____

CONTRACTOR

Paws Helping People, Inc. dba Unchained

By: 
DocuSigned by: B53034F823044DD...
 Contractor/Business Name *
 (Signature of Chair, President, or Vice-President)
 Melissa Wolf, Founder/Board President
 Name and Title

Date: 9/12/2025

By: 
DocuSigned by: 899C3AB702854FF...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Laurie Proscia, Board Treasurer

Name and Title

Date: 9/9/2025

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹ Approval by the Office of the County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Paws Helping People, Inc. dba UnChained, a non-profit organization,
hereinafter referred to as “CONTRACTOR”**

This Exhibit A shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR will provide a Dog-In-Residence (DIR) Canine Training & Care Academy in conjunction with the Canines Teaching Compassion Program (CTC). CONTRACTOR shall provide up to four (4) CTC programs consisting of 12-week modules at Monterey County Juvenile Hall (MCJH), where 3-5 residents will provide care and training for 1 dog, 24 hours a day, 7 days a week, in preparation for the dogs’ adoption. Program will initiate with one dog and increase to multiple dogs as both parties see program stability, safety and success. Attendance for Training & Care Academy will be required for all youth and MCJH staff participating in the DIR program, prior to dogs moving into facility. This academy will include, but not limited to, instruction in the areas of; dog behavior and communication, decompression, behavior modification, house-manners, socialization, crate-training, recognizing illness/injury, health, welfare and stress-reduction, exercise, feeding, rest and play.

Program Description	Canines Teaching Compassion (CTC) program, pairs dogs in need of training and adoption with residents in need of self-esteem and empathy. Residents train homeless dogs in basic skills and good manners, helping place the dogs into permanent homes while the residents develop values of patience, respect and responsibility for themselves and others, through the trust and relationship building with their program dogs. This modality of animal-assisted therapy (AAT) is a goal directed intervention that is designed to promote improvement in human physical, social, emotional, and cognitive functioning. Training homeless dogs who share similar experiences of neglect, abandonment or abuse enables residents to feel empathy and
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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

	compassion for others, while improving their own sense of self-worth and personal value to the community. This connection creates a ripple effect for our communities: when residents are part of resolving a community problem, such as finding homes for homeless dogs, they experience a sense of purpose and belonging. The new-found confidence enables them to become a more contributing member to their family, workforce and community. Program classes include humane education which gives the residents understanding of stewardship towards animal protection and human rights. Residents learn to communicate with their program dog through training with praise and reward versus force and punishment. Residents advance at the dog’s pace; many will see early successes and move their dogs into advanced skills, agility, and tricks. Qualified dogs will live with eligible residents and receive care, training, exercise, socialization and enrichment in order to improve the dogs’ chances for adoption. Through the training and care provided to the dogs, the residents will develop patience, respect and responsibility for themselves and others. Residents will also work with a Licensed Therapist or other behavior health professional in group discussions and activities to gain pro-social behaviors (through Cognitive Behavioral Therapy) such as: critical thinking, empathy for others, self-efficacy, impulse control, communication, and active listening skills, etc. <i>See Attachment 1: Cognitive Behavioral Therapy with Youth & Dogs.</i> Residents will train their dog to become Canine Good Citizen (CGC) certification ready, which will improve the dogs’ chances of adoption and improve resident’s self-efficacy by setting and achieving goals.
Type of Services	Through the CTC Dog-In-Residence program, CONTRACTOR will: - Guide youth in training and socializing homeless dogs. - Provide activities and workshops to direct in-custody youth within the Juvenile Hall. - Provide pre and post surveys to gather feedback from youth. - Provide pre and post surveys to gather feedback on changes in behavior, thinking and believing, by staff who work at MCJH: Probation, Behavioral Health, Education, Medical/Health Care. - Engage, encourage, and teach youth the value of empathy.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

	f. Teach mastery of a skill, an increased sense of balanced and restorative justice and future orientation. g. Screen all canines for temperament and adoptability prior to introducing them into each facility. h. Provide appropriate volunteers to work with the in-custody population. i. Provide training to MCJH staff. j. Provide a graduation/adoption ceremony at the end of each program. k. Promote healthy, supportive relationship with adults and the community. l. Inform MCJH staff of any youth who may want to harm themselves, their dogs, or others.
Program Management	● UnChained will provide an initial comprehensive training, followed by ongoing trainings to ensure MCJH staff feel capable and confident in their job of ensuring residents are providing appropriate care for their assigned dog(s) and that both dog(s) and residents are safe at all times. MCJH staff will only provide support to youth and not interfere by taking on tasks assigned to the youth. ● Training for MCJH staff and Resident Handlers will include, but not be limited to; dog cognition/ learning theory, clicker training, body language, behavior & communication, safety with dogs; prevention and management, “house-manners”, health & wellness, play and enrichment, decompression, behavior modification ● The dogs in the Dog-In-Residence Canine Training & Care Academy at MCJH will be provided by CONTRACTOR’S dog rescue partners. CONTRACTOR will work in conjunction with rescue partners to select and screen the program dogs for suitability. CONTRACTOR will establish a separate MOU with each rescue partner which will outline the rescue partner’s role and responsibilities in selecting and providing the dogs for this program.
Staff	One (2) Professional Dog Trainers One (1) Licensed Mental Health Facilitator Three (3) Volunteers/Program Assistants (after pilot academy)
Program Duration	An estimated maximum of four (4) programs of the Canines Teaching Compassion (CTC) Program consisting of 12 modules will be provided during the term of this Agreement. It is anticipated that each

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

	program will last an estimated 12 weeks. During care & training academy, UnChained staff will be on-site on an as needed basis and as agreed upon with MCJH staff.
Location of Services	Monterey County Juvenile Hall 1420 Natividad Road, Salinas, CA 93906
Number of Participants	It is anticipated that 3-5 participants per dog, will be served per 12-week modules.
Criteria for Participant Eligibility	- Youth are referred by Juvenile Hall staff and must have no known history of animal cruelty. - If any youth has an allegation of animal cruelty made against them, each case will be considered on an individual basis. - Youth must complete an UnChained application and interview with MCJH staff and UnChained.
Dog Eligibility	- The dog candidate(s) will be observed off-site in shelter for 2-4 weeks prior to being considered for the program. <i>The dog may also be a graduate of the Canines Teaching Compassion (CTC) program.</i> - After successful observation in the shelter, a comprehensive behavioral evaluation (Duford Evaluation) would be conducted on the dog, in the community and at MCJH, to determine his/her suitability for the program. - If it is determined that an approved dog for the program is not a good fit, that dog will be removed from MCJH, placed into a foster home in the community and UnChained will identify another dog that passes the behavioral evaluations.
Outcomes Measure	UnChained will conduct pre and post self-reporting surveys from the youth to measure change in behavior and attitude towards self and others. UnChained will conduct surveys and interviews with MCJH staff and other key stakeholders, measuring self-efficacy in youth and the youths change in behavior, thinking and believing.
Program Goals	Goals for the participating youth include: - Increased self-esteem and improved decision-making and problem-solving skills. - Increased ability to identify own strengths and challenges. - Increased control of thought through appropriate self-expression. - Improved impulse control and the ability to avoid acting-out behavior. - Have a better understanding of how to appropriately communicate and interact with peers, adults, schools and community. - Increased understanding of dog behavior and communication, pet care 101, overpopulation and breed stereotyping.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

	g. Potentially reduce aggressive and violent tendencies and reduction in stress levels.
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A.2 ROLES AND RESPONSIBILITIES

CONTRACTOR agrees to:

1. Provide a Program Instructor to facilitate Dog-In-Residence (DIR) Canine Training & Care Academy and Canines Teaching Compassion program at the Monterey County Juvenile Hall.
2. Require staff and volunteers to complete successful background screening to be completed by the MCJH prior to provision of services.
3. Require staff and volunteers to sign County of Monterey Waiver and Release Agreement forms and submit them to MCJH prior to provision of services.
4. In the event of a health pandemic (such as COVID-19), CONTRACTOR agrees to adhere to all local health and safety protocols. Because Juvenile Hall are congregate care facility, indoor restrictions and masking requirements may be applicable. CONTRACTOR agrees to comply with all safety protocols and restrictions in place.
5. Provide letters to the courts on youths' participation in program, at the request of youth, family members, attorneys or Probation staff.
6. Collaborate as necessary with other agencies involved with the Juvenile Hall.
7. Maintain and provide on an on-going basis to Probation, or to Probation's contracted designee, the class sign-in sheets and completion data on the 1st of every month to determine the effectiveness and outcomes of CONTRACTOR's services and program.
8. As necessary, attend collaborative meetings at the Juvenile Hall.
9. As necessary, attend team meetings with school, Probation, or other relevant staff.
10. Communicate regularly with Probation staff regarding case management and program implementation.
11. CONTRACTOR and CONTRACTOR'S partners are responsible for kennel, food, medical, and all other canine costs.
12. Provide other services, upon mutual agreement.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

13. CONTRACTOR will communicate with MCJH Management if a recommendation is being made to have a participant removed from the program.

County (Probation Department) agrees to:

1. Identify MCJH staff member(s) to be primary contact to CONTRACTOR'S staff.
2. Provide CONTRACTOR with a list of the specific information needed for adequate record keeping and data gathering.
3. Require participating in-custody youth or guardian of youth to sign UnChained Release Form prior to participating in the program.
4. Maintain a referral criterion that incorporates program eligibility and suitability requirements. MCJH and UnChained will collaborate on this criterion.
5. Implement any court-ordered conditions of probation that require participation and provide accountability.
6. Strictly monitor and enforce probation conditions including program attendance requirements.
7. Provide CONTRACTOR with information that relates to youths' cognitive, psychiatric, physical and/or educational limitations.
8. Participate in and work to increase opportunities to collaborate with other providers to improve or expand services.
9. Communicate regularly with CONTRACTOR'S Executive Director or Deputy Director regarding program implementation.
10. In the event of a health pandemic (such as COVID-19), County will inform CONTRACTOR of any health and safety protocols in place and advise of any changes.
11. Communicate with CONTRACTOR should any youth need to be removed from program, prior to their removal.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$48,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR'S compensation for services rendered shall be based on the following budget and in accordance with the following terms:

<u>Budget Line Item</u>	<u>Description</u>	<u>Budget Amount</u>
Maximum of four (4) Programs (12 weeks per program) of the Canines Teaching Compassion Program, including support and training services for In-Residence Dog Training & Care Academy.	Operations, program staff, insurance, and staff training. Professional Dog Trainer, Assistant Trainer, Licensed Mental Health Facilitator, Volunteers, Social Media Coordinator. Canine related costs such as food and medical services.	\$48,000 (\$12,000/per program)
Billable Rate Per Week		\$1,000.00
Total Agreement Amount Not to Exceed		\$48,000.00

It is understood and agreed that CONTRACTOR is responsible for costs exceeding \$48,000. CONTRACTOR will leverage additional funding sources to cover the complete cost of services provided under this Agreement.

B.2 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall submit a monthly claim for classes provided during each month for payment to Probation's Finance Division with back-up documentation, including sign-in sheets of classes, no later than the 20th day following the month of service and provide monthly statistical information on the number of students participated, referrals made for additional services. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause payment to be delayed or denied.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement to the following address or via email to 255-probationfinanceao@countyofmonterey.gov:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Attachment 1

Cognitive Behavioral Therapy with Youth & Dogs

Outline for developing mental health (MH) curriculum at Monterey County Juvenile Hall to connect lessons learned during dog training to therapeutic outcomes aimed to lower criminogenic attitudes and increase emotional and behavioral intelligence.

- σ Build in drafts/refine with each cycle
- σ Start with UnChained training schedule and chart skills learned per week
 - Collaborate with UnChained trainers to identify secondary/tertiary skills
- σ Go through additional resources, identify important CBT/therapeutic lessons for participants and link these as much as possible to UnChained dog training skills:
 - Thinking for a Change (T4C) CBT for justice involved persons
 - Pawsitive Works (PW) Learning Curriculum (includes non-CBT modalities, especially mindfulness)
 - HEEL Animal Assisted Therapy (AAT) Manual (evidence based group therapy using AAT/mindfulness activities)
 - + Research others / include other modalities:
 - Positive Behavior Intervention Support (PBIS) <https://www.pbis.org>
 - CBT, Trauma Focused
 - Mindfulness
 - Motivational Interviewing
 - Benefits of group therapy
 - Knowledge of working with adolescents/ trauma
 - Positive reinforcement → Operant Conditioning (*book; Don't Shoot the Dog*)
 - Art/Music Therapy (i.e. drum circle)
- σ Create Manual Shell- add sections as needed/wanted
 - Start with table of contents of identified curriculum topics
 - Build therapeutic lessons with activities to correlate dog training skills with MH curriculum topics. These could include:
 - Group therapy work (emphasis)
 - Individual work
 - Dog team work (up to 5 handlers)
 - Activities/sessions for P.O.s/staff
 - Topics/Worksheets for appropriate communication between dog trainers and MH facilitators- instructions to debrief, integrate information from training into therapeutic sessions
 - Suggested activities for when specific situations/emotions arise...

Sample Implementation Blueprint

TOPIC	Dog training skills	FOCUS	DESCRIPTION
Orientation		Introduction	Review rationale and program content, including format, confidentiality, and rules of the group.
Active listening	Name game, Watch me, Recall/come, Sit		
Giving feedback	Down, Stand up, Leave it, Advanced recall/come		
Understanding feelings	Advanced leave it, Loose-leash walking, Stay		
Understanding feelings of others	Advanced leave it, Loose-leash walking, Wait		
Responding to anger Patience	Hide & seek, Advanced stay, Shake, Spin, Rollover, Belly crawl, Bow		
Stop & think/ State the problem	Tunnel, Weave cones, Jumps, A-Frame, Shake, Spin, Rollover, Belly crawl, Bow		
Self compassion/ Self-talk	Tunnel, Weave Cones, Jumps, A-Frame		
Review	Reflective writing, skills demonstrations	Feelings leading up to/during dog transition	Write therapeutic letter expressing feelings/hopes for dog and their new family

- ◆ Sample above represents one session per week (+ orientation) during 8+ weeks of dog training
- ◆ Recommend holding two sessions per week, either:
 - Two manualized sessions, each developed to improve specific skill(s)
 - ★ One manualized session, and...
 - One informal session to give sufficient time to debrief on thoughts/feelings experienced before/during/after dog training sessions
 - Sample topics for informal session
 - Challenges/fears
 - Accomplishments
 - Peer support

- Recommend first session of week is informal session so facilitator can incorporate collected information into second, manualized session

Presentation Visual Aid

UnChained
Cognitive Behavioral Therapy
MCJH Training Program

CBT:
Skills needed to train dogs

Skills needed for prosocial behavior

- ◆ Active listening
- ◆ Give feedback
- ◆ Recognize risk
- ◆ Positive reinforcement
- ◆ Understand feelings of others
- ◆ Respond to anger
- ◆ Stop and think
- ◆ State the problem
- ◆ Set a goal
- ◆ Gather information

Improved: Social Skills
Cognitive Processing
Problem Solving

Sample Implementation Blueprint...

Sample Session Activities...

- ◆ Understanding feelings/
recognizing warning signs
- ◆ Self Compassion/ Self-talk

[*Demonstration*]

Topic	Dog Skills	Focus	Description
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