

Seneca Family of Agencies
Agreement to Provide
WRAPAROUND PROGRAM SERVICES
Funding Amount: **\$2,134,000**
Term: **07/01/2025 to 06/30/2026**
Agreement Number: FYC-SFA-WRAP-2526
Funding Source: 2011 Realignment

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1, 2025 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Seneca Family of Agencies, a California non-profit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in wraparound program services and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for Wraparound Program Services;

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

AGREEMENT

1. **Scope of Services.**

1.1. **Contract Documents.** The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Exhibit A: Scope of Work | <input checked="" type="checkbox"/> Exhibit B: Fiscal Provisions/Budget |
| <input checked="" type="checkbox"/> Exhibit C: Insurance Requirements | <input type="checkbox"/> Exhibit D: Assurance of Compliance |
| <input type="checkbox"/> Exhibit E: Additional Federal Requirements | <input checked="" type="checkbox"/> Exhibit F: Professional
Licensure/Certification |
| <input type="checkbox"/> Exhibit G: Media Communications | <input type="checkbox"/> Exhibit H: Accessibility |
| <input type="checkbox"/> Exhibit I: Data System Requirements | <input type="checkbox"/> Exhibit J: Adverse Actions / Complaint
Procedures |

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

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

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

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI).

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

1.5.5. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Two Million One Hundred Thirty-Four Thousand Dollars (\$2,134,000.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

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

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

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2025 to 06/30/2026 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.19 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

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

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

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

8. Extra or Changed Work.

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

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The Parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor represents and warrants that Contractor is an independently established business entity that customarily advertises and provides services of the same nature as the services provided for County under this Agreement, and that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Nothing contained in this Agreement shall be construed to give County the power to direct and control the day-to-day activities of Contractor, and

nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, or to give either Party the power or authority to act for, bind, or commit the other Party in any way. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A," without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide its own resources, tools and equipment and direct its operation in all respects in performing the services hereunder. This Agreement shall not in any manner restrict Contractor from performing services for other clients or businesses. Contractor is not to be considered an agent or employee of County for any purpose and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

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

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records,

subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

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

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

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical

conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, Section 827 of the Welfare & Institutions Code and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number,

financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees to report any actual or suspected security incident or actual or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to Privacy&Security@sonoma-county.org.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Artificial Intelligence Policy. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with [the Sonoma County Information Technology Artificial Intelligence \(AI\) Policy](#). No County confidential, restricted, personal, proprietary, or protected data of any kind, including data that is not owned by the County, may be shared (copied, typed, interfaced, etc.) with these platforms. AI technology shall not be used to create work product under this agreement that requires a professional license or certificate and AI technology shall not be used as a replacement for any review and certification by any other licensed professionals.

9.15. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.16. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.17. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.18. Mandated Reporting. Contractor, and their employees, must comply with any applicable laws concerning the mandated reporting of abuse or neglect of children, elders age 60 and older or dependent adults, ages 18 to 59. Appropriate mandated reporter training is available from the County's Human Services Department through the Family, Youth and Children Services and Adult Protective Services Divisions. Any person who is not a mandated reporter, who knows or reasonably suspects, that a child or elder or dependent adult has been a victim of abuse may report that abuse to the appropriate Human Services Division or local law enforcement.

9.19. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity

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

11. Assignment and Delegation.

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

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department Contracts Unit 3600 Westwind Boulevard Santa Rosa, CA 95403 contracts@schsd.org
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TO CONTRACTOR:	Seneca Family of Agencies 8945 Golf Links Road Oakland, CA, 94605
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When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act

(Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR
Seneca Family of Agencies

COUNTY OF SONOMA

By: _____
Name: Scott Osborn
Title: Chief Operating Officer

Date: _____

By: _____
Name: Angela Struckmann
Title: Director, Human Services
Department

Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: _____
Name: Donna Broadbent
Title: Director, FY&C Division

[] EXEMPT FROM COUNTY
COUNSEL REVIEW
APPROVED AS TO FORM FOR COUNTY

By: _____
County Counsel

- [] CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY
- [] INSURANCE REQUIREMENT CHANGES
APPROVED, WAIVED, OR EXEMPTED BY
RISK MANAGEMENT

By: _____

Exhibit A: Scope of Work

I. Program Goal

The goal of the Wraparound Program is to increase permanency outcomes for youth and families by providing mental health and other 'wraparound' supports that effectively stabilize the family dynamics, help families develop skills to manage crisis, and establish and strengthen natural networks of support by locating permanent, supportive homes or places for respite when needed as well as building authentic relational connections.

II. General Program Provisions

- A. Contractor will provide a comprehensive program that fully integrates wraparound, relationship development and mental health services and offers supports and services that are individualized and adapted to each family's needs.
- B. Contractor will provide all services in a linguistically appropriate and culturally competent manner. A Child and Family Team (CFT) will coordinate the assessment of each family's unmet needs, and work alongside the family and youth to create a structure of services and supports for that youth and family. The approach will be strength based and family centered, and will focus on promoting connections and family self-sufficiency.
- C. This contract will fund up to fifty-four (54) Wraparound slots. Slots may be increased incrementally at a mutually agreed upon pace and based on the demonstrated need through Sonoma County referrals from the Human Services Department (HSD) Family, Youth & Children's Division (FY&C), Sonoma County Behavioral Health (non-dependents/non-wards) and the Sonoma County Probation Department (Probation). However, no minimum number of children or families can be guaranteed by the County for this program.
- D. County and Contractor will determine how Wraparound Services will be provided for a youth placed outside of Sonoma County and/or in a County where Contractor is not contracted to provide Wraparound Services.
- E. Contractor shall ensure that Wraparound staff are well-trained in work with families and high-risk youth, crisis stabilization efforts, supporting goal attainment, and creating plans that are actionable. Contractor shall also ensure that all appropriate staff attend required State Wraparound trainings. Contractor shall provide a copy of the training plan to designated HSD staff prior to the start of the contract period.
- F. Contractor will accept all youth and their families referred to their program by Sonoma County agencies. Contractor will provide unconditional care for youth and their families with a policy of "no reject, no eject" from the program.

III. Core Services

The Wraparound Program will include the following core services to provide a comprehensive web of support for families with complex needs. These services will be provided under the direction of and in close collaboration with the County and augmented by contracted service providers.

Service Goal (All 3 Tiers):

Annual goal:	85-100 families that will complete Wrap services in a year
Average caseload per facilitator:	Six-seven (6-7) families at any time
Number of Facilitators:	8 full-time positions
Family Partner:	2.0 FTE Family Partners (one bilingual)
Permanency Specialist	1.0 FTE Permanency Specialist

A. Accepting Referrals

1. Referrals will be received from Child Welfare Social Workers, Probation Officers or Behavioral Health through the Placement, Assessment, Review Committee (PARC) meeting structure.
2. A team will be assigned within twenty-four (24) hours and will make first face to face contact within five (5) business days.
3. A member of the Contractor's team and a Family Partner will meet with the family to explain the program and engage the family in services.

B. Assessment

1. Contractor will utilize the Integrated Practice Child and Adolescent Needs and Strengths (IP-CANS) assessment to identify safety and risk factors, permanency factors, family strengths, unmet needs, mental health issues, and connectivity and attachment issues that will then be addressed in the individualized plan for services.
2. Contractor may utilize already completed IP-CANS when available from County.
3. At a time that is mutually agreed upon between the County and the Contractor, IP-CANS data may be entered or retrieved from the CWS/CMS system per Section XV, Item G.

C. Team Building

The Child and Family team utilized by the Wraparound program will be the same Child and Family team supporting all Child Welfare matters. Contractor shall work with the family to identify any additional members to add to the established Child and Family team. The Child and Family team will be made up of family and individuals who care about the child and who are willing to work with them over time.

D. Team Facilitation and Plan Development

1. The Facilitator will facilitate meetings of the Child and Family Team to create an Individualized Service Plan that addresses the unmet needs of the youth and family, including placement preservation and stability strategies.
2. The team will develop creative, individualized and actionable strategies that build upon the youth and family's strengths, are linguistically and culturally appropriate, and will be sustainable given available community and family resources.

3. The Facilitator and Social Worker will work together to ensure that the Service Plan coordinates with court case plans, probation and other requirements.
 4. The Facilitator will meet weekly with the family to provide overall case management, assess mental health needs, placement preservation and stability needs, and provide support and direct the clinical services, parent coaching, and oversee the work of the assigned Wraparound team.
 5. The Wraparound Team will share resources and connections to pro-social services identified by the Child and Family Team that will help to build the youth's self-esteem such as sports and other extra-curricular activities.
 6. The Facilitator will serve as the primary point of contact for the family and FY&C Social Worker or Probation Officer.
- E. Medi-Cal/Early Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Services
1. Contractor will offer a full array of Medi-Cal covered specialty mental health services to enrolled youth and families.
 2. Wraparound Facilitators will either provide or ensure that the following services are provided by other designated staff: clinical assessment; individual and family therapy, and group therapy as needed; crisis intervention; and case management.
 3. Support Counselors will provide individual rehabilitation and group rehabilitation as needed, as well as crisis intervention services.
 4. Contractor will provide psychiatry services for youth and/or family members when identified as a need.
 5. Youth must be seen by a psychiatrist as quickly as possible after internal psychiatry referral has been submitted for Wrap Program and/or the start of a new medication and no longer than thirty (30) days after either of these events.
 6. Youth under the care of a psychiatrist must also meet with the psychiatrist at least every six (6) months.
 7. Contractor will provide regular individual and/or family therapy as identified in the Service Plan.
 8. Contractor shall immediately assess for client need and capacity to begin therapy services. Services shall begin promptly and no more than thirty (30) days after the need is identified by the CFT in Wrap. Therapy services shall be goal focused, support the overall Service Plan, and time limited for the duration of Wrap services.
 9. Therapists will be master's level and Board of Behavioral Services (BBS) registered clinicians and with at least two (2) years of experience working with high needs youth.
 10. Evidence based modalities including Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), Motivational Interviewing, narrative therapy, and/or play therapy will be provided

11. Contractor will match youth and families with counselors who can best meet their cultural and clinical needs.
 12. If the family is already engaged in therapy prior to a Wraparound referral, and it is jointly decided between the Contractor and the social worker or probation officer that it would be detrimental to change therapists, then therapy may continue with the existing therapist.
 13. All costs for therapy will be the responsibility of the Contractor, unless covered by Medi-Cal or other insurance.
 14. Contractor may subcontract with a community organization, such as Child Parent Institute, and Humanidad for the provision of therapy services outlined in this section.
 15. Therapy services shall result in clearly identifiable outcomes in such areas as improved skills in parenting, communication, and problem-solving, an increase in positive family relationships, and coping skills during times of stress or crisis.
- F. Development of new youth-focused relationships to expand the network of support and support placement stabilization (for up to 12 youth per year).
1. Stabilize and expand the youth's natural support team to increase the number of adults with authentic and invested relationships with the youth. These relationships are defined by the youth's perception of the level of trust and connection and potentially being able to stay with or reside permanently with that person as needed. Supportive adults would provide respite, and support other obligations related to care for the youth.
 2. In alignment with the Wrap model, provide youth and caregiver/supportive adult coaching to reinforce permanency, achieve stabilization and foster authentic relationships.
 3. All services will be specifically tailored for the identified youth and/or caregiver in consultation with the Child and Family Team (CFT).
 4. Participate in all Wrap meetings and lead discussions and actions that support relationship building with identified adults.
 5. Collaborate to provide respite care as needed, and in consultation with the CFT.
 6. Proactively link the youth and family to natural supports, formal services and community resources to help ensure sustainability of the placement and relationships and contribute to the positive well-being of the youth and caregiver. Work with the County to create a sustainability plan with community partners to ensure that appropriate services for youth and families are sustainable after the contract period.
 7. If applicable, ensure prospective caregivers will be supported through the Resource Family Approval process, which may include becoming an Intensive Services Foster Care (ISFC) provider, a Therapeutic Foster Care (TFC)-approved home, or an Emergency Placement.

8. Contractor may need to travel out of the area to identify and support relationship building efforts with potential natural supports for youth.

G. Family Mentoring

1. Contractor will provide Family Partner services.
2. To the extent possible, Family Partners will be residents of Sonoma County and will include bilingual Spanish speakers.
3. Family Partners will be assigned to specific families and are trained and supervised to:
 - a. Listen to concerns and problem-solve with family members.
 - b. Identify engagement strategies for the family to participate in supportive services.
 - c. Assist families in searching and accessing appropriate services.
 - d. Encourage family participation in supporting behaviorally challenged or mentally ill adults, children, or family members.
 - e. Supply educational materials.
 - f. Provide information about support groups, workshops, and conferences.
 - g. Inform family of their rights and the limits to family involvement.
 - h. Provide information and help in accessing resources in the community.
 - i. Provide support during times of crisis (in person whenever possible).

H. Crisis Support, Intervention and Stabilization

1. As part of the development of the Service Plan, the Facilitator shall ensure that plans for any imminent mental, emotional or other type of crisis are created at the start of services and evaluated and updated regularly. The plan shall include actionable strategies and concrete resources to deal with such crisis and maintain safety, stability, and placement preservation.
2. When crisis is imminent and/or placement is at risk, the Wrap Facilitator will engage members of the CFT, including the case carrying worker, to collaboratively develop measures of support and intervention.
 - a. The Wrap facilitator will inform the case carrying worker, or the worker of the day, within 24 hours of a crisis occurring
 - b. The CFT team will collaborate within 24 hours of a crisis, to assess placement and safety risk
3. When a youth is entering or re-entering Valley of the Moon Children's Home (VMCH), the Wrap team will inform and coordinate with the VMCH the same day placement disruption occurs.
4. If a crisis has occurred, the assigned Wraparound team will follow up with youth, family and referring party within 24 hours of crisis occurring

5. Wraparound team will address any immediate physical safety needs (e.g. support family with room sweeps, purchase lockbox etc.) and re-evaluate the youth + family's safety plan to make updates as needed.
6. Depending on the severity of the crisis or what response may be needed, the team may coordinate a provider meeting and/or an emergency Child and Family Team Meeting (CFTM) to address the safety concern. Provider may increase dosage of direct service from the assigned Wraparound team to gather and coordinate natural supports, and further support the stabilization of youth, family and/or overall home environment.
7. Support to Address Alcohol or Substance Abuse
Contractor will screen for and provide or refer clients to professional services for initial and ongoing treatment around alcohol and substance abuse issues. Intervention, whether provided by Contractor or a community provider, shall be provided by a substance abuse expert with appropriate certification or licensure.
8. Service Closure
Services are closed when the family and their natural supports are able to effectively problem solve around any family and safety needs with decreased support from the provider team.

IV. Service Tiers

There are two (2) Tiers of the Wraparound program. HSD, Probation and the Contractor will share responsibility to refer clients to each Tier accordingly.

Duration of services is nine to twelve (9-12) months. Extensions of ninety (90) days can be granted with PARC Committee approval. Extensions beyond the initial ninety (90) days require FY&C Section Manager approval.

A. Tier One - Wraparound

Services are less intensive than Tier Two services and have the objective of avoiding further or more intensive intervention. Tier One Service is an upstream service designed to provide supports to a family before circumstances increase in severity. Tier One services will primarily focus on building a natural and professional support network team to collaboratively develop goals, action steps and support the family toward self-sufficiency. The team's goals will target the highest area of need and set measurable objectives toward progress in this area. Tier One services may also be used as a step down to successful closure of services.

1. Staffing

One (1) MA level or equivalent facilitator, three to four (3-4) hours per week. Equivalent qualifications include any combination of training and experience which would provide an opportunity to acquire the knowledge and abilities needed to complete the duties listed below that would normally be acquired through experience from a MA or BA level accredited institution.

2. Services

- a. One to two (1-2) team meetings per month
- b. Case Management and referrals
- c. Engaging natural support network to increase participation in meetings and follow up on action steps
- d. Parent support/coaching meetings
- e. Family partner and permanency specialist, as needed
- f. Individual & Family Therapy services, as needed
- g. Psychiatry services, as needed
- h. Crisis intervention, as needed
- i. Twenty-four (24) hour support line availability
- j. Identify and support respite options for the family

B. Tier Two– Wraparound Plus

Services are more intensive than Tier One services and will provide home based behavioral support to stabilize youth in their placement, build natural and professional support network team to develop goals, action steps and collaboratively support the family toward self-sufficiency.

1. Staffing

One (1) MA level or equivalent facilitator and one (1) BA level or equivalent Support Counselor providing six to eight (6-8) hours per week. Equivalent qualifications include any combination of training and experience which would provide an opportunity to acquire the knowledge and abilities needed to complete the duties listed below that would normally be acquired through experience from a MA or BA level accredited institution.

2. Services

- a. Two to four (2-4) team meetings per month as determined by CFT
- b. Case Management and referrals
- c. Crisis intervention, as needed
- d. Safety Planning
- e. One on One Behavioral Intervention with youth
- f. Behavioral Coaching & psychoeducation for Caregivers
- g. Engaging natural support network to increase participation in meetings and follow up on action steps
- h. Parent support/coaching meetings
- i. Parent Partner and Permanency Specialist support, as needed
- j. In-home/community behavioral health services including assessment, intervention and parent coaching

- k. Individual & Family Therapy services, as needed
- l. Psychiatry services, as needed
- m. Twenty-four (24) hour support line availability
- n. Identify and support respite options for the family

C. Expedited Wraparound

Expedited Wraparound is a short-term intensive support to stabilize youth in their home in order to prevent placement in the county's designated ten (10) day shelter, as well as support to stabilize youth while at the shelter, and support youth in successfully transitioning home from the shelter.

The team's goals will target the biggest areas of concern and focus on addressing the needs, behaviors and dynamics that have put the youth's placement at risk. Services are closed when the family and their natural supports are able to effectively manage safety concerns and/or the youth and family are referred to long-term supportive services (such as Tier One or Tier Two Wraparound services), which is to occur within thirty to forty-five (30-45) days from enrollment date.

A team will be assigned within twenty-four (24) hours and will make first face to face contact within five (5) business days.

1. Staffing

- a. One (1) MA level or equivalent facilitator and one (1) BA level or equivalent Support Counselor providing an average of eight to twelve (8-12) hours of service per week, with the option to increase services in accordance with the needs of the youth/family, as determined in collaboration by FY&C and Contractor.
- b. Equivalent qualifications include any combination of training and experience which would provide an opportunity to acquire the knowledge and abilities needed to complete the duties listed below that would normally be acquired through experience from a MA or BA level accredited institution.

2. Services

- a. Crisis intervention, as needed
- b. Safety Planning
- c. One on One Behavioral Intervention with youth
- d. Behavioral Coaching & psychoeducation for Caregivers
- e. Brief Counseling, as needed
- f. Case Management, including Linkage & Referral to Community Resources
- g. Identification & Engagement of Natural Supports
- h. One to three (1-3) team meetings as determined by CFT and/or provider team

- i. Psychiatry services and Permanency Specialist, as needed
 - j. Twenty-four (24) hour support line availability
 - k. Identify and support respite options for the family
3. Length of Services: Six (6) weeks maximum, with the option to extend to eight (8) weeks to support a child in transitioning to a family-like setting.

V. Additional Services Provided Internally or through Collaborating Agencies

In addition, the following services will be part of the Sonoma County Integrated Wraparound Program design and available to youth and families as needed to meet their goals.

- A. Alcohol and Substance Abuse Issues. Contractor shall ensure that youth and/or family members, who require help for drug addiction or alcoholism at any stage of recovery, are provided with appropriate services through contracted partnerships. Services will also include support to family members who have been affected by someone else's drug or alcohol use.
- B. Outside Support for Crisis Intervention and Stabilization. Contractor shall utilize community or statewide resources [e.g. verity, youth school district staff, S.A.F.E. team, suicide hotline] to mitigate significant risk when it arises.
- C. Youth and families will be referred to the Family Urgent Response System (FURS) program as part of their exit planning from Wrap, in order to have an ongoing resource for crisis intervention and stabilization.
- D. Anger Management. Supports for anger management will be provided as part of the existing Wrap Plan and services as needed. However, if additional resource is necessary, the Contractor will provide research-based anger management classes, either through the Contractor's own programs or by referral/partnership with other local agencies.
- E. Youth Employment. Contractor will work collaboratively with VOICES Sonoma to provide Employment and Education services to youth in Wraparound. VOICES supports youth to develop personal plans for success in education, employment, and career development. Youth have access to one on one (1:1) coaching, tutoring, GED preparation, pre-employment skill development, and assistance with jobs and internships.

VI. Wraparound Services to Youth in Short Term Residential Treatment Program (STRTP)

In accordance with the model for High Fidelity Wraparound services, Wrap services will be provided to all youth transitioning from an STRTP to a home placement.

When a youth is residing at an STRTP, upon referral and within thirty to forty-five (30-45) days prior to discharge, Contractor will contact the STRTP in order to partner during transition planning and deliver Wraparound services.

FY&C and Probation will support these efforts through collaborative meetings with Contractor and the STRTP(s) and communicate expectations for the collaboration as listed above.

VII. Collaboration with Public Agencies

Contractor shall understand County agencies' processes and work closely with County staff members to support those processes. Contractor shall coordinate services with County programs, and support families working within the federal-state-local system of social services by working to establish the necessary communication channels, procedures for handoffs, information sharing and data transfer, and coordination of services to Wraparound families served by multiple agencies. Coordination with the following shall include, but not be limited to:

- A. Criminal Justice Agencies. Contractor shall coordinate services with County Adult Probation, Juvenile Probation, the Court system and the State Parole system as necessary to support a youth or family member's plan of cooperation with these agencies. No plan for services can be executed until the corresponding agency has agreed that it will support their plan in the criminal justice arena.
- B. Human Services Department (HSD). Contractor shall coordinate all service plans for families involved in the child welfare system with Family, Youth & Children's Services Division and with the Employment & Training Division when families are involved with the SonomaWORKS program or Job Link. Wraparound services shall support and compliment the service plan for adults participating in the SonomaWORKS program or in Job Link.
- C. Mental Health. Contractor shall coordinate specialty Medi-Cal/EPSDT mental health services with the Behavioral Health Division of Sonoma County Department of Health Services for the youth and families that qualify for these services.
- D. Alcohol and Substance Abuse. Contractor will coordinate with the Substance Use Disorders (SUD) Section of the Sonoma County Department of Health Services to provide services for referral and initial and/or ongoing treatment around alcohol and substance abuse issues for any member of the family affected by such issues. Contractor will coordinate services with SUD and coordinate case plans when assisting mutual clients.
- E. Local Secondary Educational Agencies. Contractor will work closely with local educational agencies including the Sonoma County Office of Education (SCOE) Foster Youth Coordinator and local school districts to make sure each youth receives maximum academic support.
- F. Santa Rosa Junior College (SRJC). Contractor will coordinate with SRJC to enroll youth in courses that will support their career goals and ensure that they are provided a full range of educational support. Contractor will coordinate enrollment of appropriate youth in the Independent Living Skills program at the Santa Rosa Junior College.

VIII. Collaboration with Other Service Providers and Community Groups

Agreements have already or will be reached with the agencies described below to provide specific services. Partnerships with other agencies will be developed to provide additional services as youth and family needs are identified.

- A. TLC Child and Family Services (TLC). Contractor will partner with TLC in delivering Wraparound services to identified Sonoma County youth placed in TLC's resource homes.
- B. Alternative Family Services (AFS). Contractor will partner with AFS in delivering Wraparound services to identified Sonoma County Youth placed in resource family homes.
- C. Hanna Boys Center. Contractor will partner with Hanna in delivering Wraparound services to identified Sonoma County youth placed in Hanna's Transitional Housing homes.
- D. Wayfinder. Contractor will partner with Wayfinder in delivering Wraparound services to identified Sonoma County youth placed in relative and kin resource homes.
- E. Victor Treatment Center (VTC). Contractor will partner with VTC to expedite Wraparound Aftercare services for Sonoma County youth who are ready to step-down to a lower level of care.
- F. Greenacre Homes & School. Contractor will partner with Greenacre Homes & School in delivering Wraparound Aftercare services for Sonoma County youth who are ready to step-down to a lower level of care.
- G. Valley of the Moon STRTP. Contractor will partner with Greenacre Homes & School in delivering Wraparound Aftercare services for Sonoma County youth who are ready to step-down to a lower level of care.
- H. VOICES. Contractor will ensure that youth have access to the full range of VOICES services available to transitional age youth. Such services may include, but not be limited to, Health and Wellness services, Employment and Educational services, Independent Living Program (ILP), and Housing Assistance.
- I. Child Parent Institute (CPI). Contractor will support Wraparound clients and their caregivers in accessing an array of culturally proficient services that include parent support classes, positive parenting and anger management classes, as well as therapeutic interventions.
- J. Local Community Based Organizations. Contractor will provide necessary pro-social and therapeutic services to youth and families via Memorandum of Understanding or contract with local community-based organizations including, but not limited to, Boys & Girls Clubs of Central Sonoma County, CASA, Latino Service Providers, Positive Images, Verity, Humanidad, and Giant Steps Therapeutic Equestrian Center.
- K. Petaluma People Services Center (PPSC). Contractor will partner with PPSC to provide additional mental health counseling, employment assistance, housing services, and nutrition and food access to Wrap enrolled youth and their families.
- L. Family Builders. Contractor will partner with Family Builders to support youth that are co-enrolled or transitioning between Wrap and the Family Builders Permanency Support Program or youth enrolled in Wrap that would benefit from advocacy and support around their caregivers acceptance of the youth's LGBTQ+ identity through the Youth Acceptance Project.

- M. Our Village Closet. Contractor will partner with Our Village Closet to secure concrete supports for youth transitioning to living at home or with a caregiver.
- N. Chop's Teen Club. Contractor will work with Chops staff to provide access to a multitude of programs and services related to art, college and career counseling, culinary, music and leadership development.
- O. Commercially Sexually Exploited Children (CSEC) Advocacy. Contractor will partner with Redwood Children's Center and Verity to address CSEC risk and/or related resources needs via participation in relevant CSEC MDTs or referral as needed. Contractor will provide culturally proficient services that include advocacy, mentoring and coaching for CSEC and at-risk for CSEC youth.
- P. Out-of-County Wraparound services. Contractor will create or maintain relationships with Wraparound services providers as necessary in order to serve Sonoma County dependents that are residing in other parts of California and need Wraparound services. In the event that a youth is placed at an out-of-county Wraparound provider, Contractor shall maintain a formal agreement and payment structure in order to pay that provider from the Wraparound program budget.

IX. Additional Program Requirements

- A. Contractor will be available to families on a twenty-four (24) hour, seven (7) day a week basis. Staff at all levels of direct service will work flexible hours in order to accommodate family needs for contact and support at a time that fits within the family's schedule. In addition, every family will have access to Wraparound Program staff around the clock through a 24/7 support line. Response to crisis or urgent situations will be initially done by phone, with on-call program staff available to respond in person immediately upon approval by the Program Director or designated administrator.
- B. Staff will routinely travel to locations convenient for families and that provide an atmosphere for the wraparound process, such as the family's home, the home of a neighbor or family support person, a school, church, or other institution.
- C. Contractor and major partners will meet as needed with County partners at the Mid-Level Meeting upon invitation to discuss administrative concerns, program progress, and individual clinical issues as necessary.
- D. Contractor will provide a list to designated HSD staff of all youth accepted into the Wrap program each month detailing referring agency, date of entry, program level of service (tier) and dependency status. The purpose of this list is to serve as a monthly invoice for Wraparound services.
- E. Contractor shall ensure that cultural competence plays a key role in the services and programs provided to Wraparound participants and in the recruitment and selection of its Wraparound Team. Contractor shall maintain policies and procedures and provide staff training to work towards reducing issues around equity and disproportionality in services. Contractor will provide a sufficient level of culturally competent, trained and qualified staff to effectively carry out program activities. Bilingual staff will be available for families whose primary language is Spanish.

- F. Contractor will maintain supervisor to staff ratios necessary to ensure staff safety and effective service delivery, not to exceed one (1) supervisor to six (6) wraparound facilitators or one (1) supervisor to a combination of eight (8) staff including wraparound facilitators and support counselors. Supervision will occur in the field (family homes and community settings) as well as in the Contractor's facilities.
- G. Services shall be offered in person and in home or in the community. If a family requests remote services, those will be considered in consultation with the social worker.
- H. Clients, family members, and caregivers will be informed about Contractor's grievance policy and encouraged to use it as a way of making their concerns known to clinicians and management.
- I. Maintain policies and procedures and provide staff training and discussion opportunities that assess and improve equity policies and practices.
- J. Contractor will adhere to its Hiring and Retention Practice Policy, consistent with and augmenting the Action Plan developed in June 2013, to ensure continuity of care and services to youth and families. Contractor shall, among other common practices:
 - 1. Perform criminal background checks on all employees.
 - 2. Adhere to strict employment criteria, including consideration of employee's background and experience working with children and families.
 - 3. Provide a training program to educate employees who work directly with children and families.
 - 4. Provide a case manager to youth/family ratio of one to six (1:6).

X. Staff Qualifications

- A. **Team Facilitator:** At least a Bachelor's level education and at least three (3) years of experience providing case management with high-risk youth and families.
- B. **Support Counselor:** At least a Bachelors level education or equivalent, and at least one (1) year of experience working with high-risk youth and families.
- C. **Family Partner:** Two (2) years or more, preferably with Child Welfare or Probation, of relevant professional or life experience working with youth and families in intensive situations, and skilled in assisting families with problem solving and support during times of stress or crisis.
- D. **Licensed Clinicians:** Master's level, BBS registered clinicians must be available to provide therapy in a variety of modalities, including somatic and other body therapies and modalities to resolve the impacts of past trauma. Ideally, clinicians will also have experience working with high-risk youth.
- E. **Permanency Specialist:** At least a Bachelor's level education or equivalent, and at least 1-2 years of experience working with high risk youth and families involved with public systems. Skilled in building teams and working towards a common goal.

XI. Fiscal Requirements

- A. Contractor is responsible for all costs of care and services that are needed to implement this program to achieve the desired outcomes. All other agencies involved in a partnership with Contractor will have a formalized agreement with the Contractor.
- B. The amount generated for all occupied slots creates a pool of funds, allowing the allocation of resources to an individual child/family to fluctuate with need. The Contractor is responsible for all costs of care and services that are needed to implement a family's Individualized Service Plan and achieve the desired outcomes. Wraparound savings over \$75,000 will revert to the County, and will be re-invested at the discretion of the County.
- C. For mental health services, Medi-Cal costs will be leveraged by the Contractor. Funding for mental health and psychiatry services will be provided through an executed agreement between the Contractor and Sonoma County Behavioral Health Services.
- D. County and Contractor shall review ongoing costs for Wraparound services provided by other organizations for youth that are outside of Sonoma County on a quarterly basis. If possible, these costs will be included in the existing program budget. The Wraparound Oversight Committee shall review this cost and determine whether the specific expenses should be paid from Wraparound Reinvestment funding instead.
- E. Flexible funding is available through the contractor's existing operating budget. Flexible funding may be used for any type of concrete support or ancillary service that contributes to the successful implementation of the Wraparound Service plan and placement stability for the youth. The Contractor may purchase items up to \$1,000 without prior approval from the County. Items purchased with flexible funding must be discussed and documented as part of the youth's child and family team meeting. Purchases exceeding \$1,000 must receive prior approval from the designated County representative.
- F. Reimbursement for Wraparound services provided to youth through the Adoptions Assistance program shall not be provided through this agreement. Instead, Contractor shall recoup costs for youth referred through Adoptions Assistance through other foster care assistance payment structures.

XII. Program Management and Reporting

All Wraparound staff providing direct services will utilize the Contractor's designated Electronic Health Record System for case management, progress reporting, and service improvement.

- A. Contractor will use outcome evaluation instruments, including: The Wraparound Fidelity Index (WFI) Tool that captures feedback from clients, caregivers, key partners, and clinicians and Child and Adolescent Needs and Strengths tool (IP-CANS).
- B. Contractor will hold weekly Clinical Group Supervision to assess progress for each youth and family. The group will review information including: client age, gender, diagnoses, ethnicity, referring department, critical incidents, progress

toward goals, and status regarding stepping down from residential care or remaining with family.

- C. Contractor will hold a monthly case and chart review meeting with direct care staff in which a random selection of charts is selected to be reviewed. Similarly, the Clinical Director or representative will facilitate a monthly case review meeting with the program supervisors and directors in which a “high needs” child/family is selected for review and consultation. The foci of these reviews and consultations will be: mitigating Wraparound model drift, articulation of service needs and plans, addressing safety issues, and supporting the professional development of staff and supervisors in individual and group supervisions.

XIII. Program Outcomes

A. Performance Measures and Anti-Racist Results Based Accountability (AR-RBA)

1. Contractor shall report on the following performance measures using a mutually developed and agreed upon reporting structure:
 - At Wrap closure, 85% of youth served will report enduring relationships with supportive adults that youth can utilize for support.
 - At Wrap closure, 75% of youth shall be residing in a stable placement
 - At 6 months post-closure, 80% of youth will maintain the same permanent, stable placement with a caring adult that they had at exit.
2. When AR-RBA planning process is initiated by the County, the County and Contractor will create and maintain an AR-RBA Plan to develop performance measures. Development of outcomes will be a collaborative effort between the County and Contractor.
3. Contractor will apply, document, and report on performance measures and activities detailed in the AR-RBA Plan.
4. At the request of the County, Contractor shall ensure that the program director overseeing this program attends Anti-Racist Results Based Accountability (AR-RBA) Training, led by Sonoma County Human Services Department Upstream Team.
5. At the request of the County, Contractor shall participate in Turn the Curve meetings twice annually to review and discuss performance measure outcomes.
6. Contractor will disaggregate the performance measures by demographics and geographic area for reporting when possible.
7. The AR-RBA Plan may be modified at any time as agreed to in writing by both parties.

XIV. Reporting Requirements

The Contractor will maintain accurate client files and records to satisfy County reporting requirements. The Contractor shall maintain records, collect data, and provide reports as requested by the County. These reports will act as monitoring tools for County oversight of the Contractor’s performance. Reports may include, but are not limited to, the following:

- A. Contractor will provide a monthly action plan to Social Workers with youth specific services, concerns, achievements, and progress towards placement preservation and stability.
- B. The Wraparound Program will report enrollment data weekly.
- C. As part of the invoicing process, the Contractor will provide a monthly report that includes the names of all youth accepted into the Wrap program each month detailing referring agency, date of entry, program level of service (tier) and dependency status to the HSD Accountant. This will serve as the monthly invoice for services rendered.
- D. Contractor will create a fiscal report that tracks budgetary expenditures quarterly and accounts for expenses paid both by HSD and through Medi-Cal. This report will also account for reserves in the Wraparound Child and Family Reinvestment Fund. This report shall serve as a basis for determining the amount to be returned to HSD.
- E. Contractor will provide a quarterly program report with agreed upon outputs and outcomes. Data points may include service counts, enrollment data, duration in wrap services, data from assessments, survey information, data reflecting placement stabilization efforts, relationship and connection amongst family members, placement stability and permanency outcomes. Report content and structure will be reviewed annually by the Program Oversight Committee.
- F. Quarterly reports will be provided by Contractor staff by the 20th of the month following the last month of the quarter. If the 20th falls on a weekend or a holiday, the report will be run the following workday. These reports will be available any time after the due date and presented at the Wraparound Oversight Committee.

July through September	October 20
October through December	January 20
January through March	April 20
April through June	July 20

- F. At the time that the County has provided full access to the CWS/CMS system, Contractor shall input IP-CANS assessment data in the appropriate child welfare data system to support centralized collection of information. In the event that the IP-CANS has been completed by County staff, Contractor may utilize CWS/CMS in order to retrieve IP-CANS assessment data.

In order to implement this requirement, contractor shall:

- 1. Designate a specific management staff member to oversee policies and practices related to data entry in the Child Welfare System / Case Management System (CWS/CMS) and CWS-CARES systems as related to the specific youth/families they are working with.
- 2. Engage in regular training on practices related to confidentiality, especially digital confidentiality. Promptly notify the County should Contractor discover any abuse, intrusion, or loss of CWS/CMS and/or CWS-CARES digital data records.

3. Ensure that only designated staff have access to CWS/CMS and CWS-CARES information and secure the access accounts to any digital CWS/CMS and/or CWS-CARES components properly.
4. Only access CWS/CMS and CWS-CARES data for assigned cases and in the specific areas where family contact information is listed. Contractor staff shall not view, copy, or duplicate the following in any form:
 - a. Psychological evaluations
 - b. Child/youth behavioral or development assessments
 - c. Medical records and reports
 - d. Medical correspondence with doctors, psychologists, psychiatrists, and other medical professionals
 - e. Evidentiary reports
 - f. California Health and Disability Program (CHDP) documentation
 - g. Medical/dental exam verifications
 - h. Any other prohibited documentation identified by the County
5. Take reasonable steps to keep any digital data or records retrieved from the CWS/CMS and/or CWS-CARES applications in a secure fashion, applying technical controls where appropriate including but not limited to the application of data encryption at rest and while in transit, system and application security patches, and a systematic review of system security and access logs.

XV. Participant Records

Contractor shall maintain files on each participant documenting all relevant activities, contacts, progress, outcomes and any other information as directed by the County. Contractor will maintain complete up-to-date and accurate records and management controls.

XVI. County Responsibilities

- A. The Placement, Assessment, Review Committee (PARC) will facilitate ongoing interagency collaboration and is the official forum to assess for level of service and approve referrals of eligible HSD, Adoptions, Probation and Mental Health children and families to the Wraparound Program. Approved families will be forwarded to the Contractor.
- B. County will share information about youth that are transitioning thirty to forty-five (30-45) days prior to graduation from a STRTP placement.
- C. County shall refer families to the Contractor via the County PARC referral form.
- D. County shall offer training and/or opportunities to shadow staff at Valley of the Moon shelter to learn practical strategies to help families manage crisis.
- E. County shall communicate and/or collaborate with Contractor regarding referred families as appropriate, including participation in Child and Family Teams.

- F. County shall convene and participate in the quarterly Wraparound Oversight Committee meetings and in program problem resolution.
- G. County shall develop and submit reports, plans, evaluations and other documents required by the California Department of Social Services, in order to utilize Wraparound funding.
- H. County shall facilitate collaborative meetings between the contractor and STRTP organizations as needed and requested by the Contractor.
- I. County shall reach out to youth and maintain data to identify placement status 6 months post closure from Wrap services
- J. In order to implement the requirement in Section XIV. Reporting Requirements, Section F., the County agrees to:
 - 1. Designate a specific management staff member to liaise with Contractor specifically related to CWS/CMS and CWS-CARES utilization.
 - 2. Allow Contractor staff to have limited access to each child/youth's dependency, legal, and services files.
 - 3. Provide CWS/CMS and CWS-CARES Snapshot system login access to up to two (2) Contractor staff.
 - 4. Provide the use of a County-owned and maintained computer.
 - 5. Provide cubical/office space and a phone within a County office.
 - 6. Provide training and technical assistance as needed related to CWS/CMS and CWS-CARES utilization.

Exhibit B: Fiscal Provisions/Budget

1. Fiscal Responsibilities.

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this Agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual costs by submitting a Monthly Cost Report for reimbursement by the tenth (10th) of each month for all services provided to County's clients in the previous month. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement. The Monthly Cost Report shall be submitted to:

County of Sonoma Human Services Department
Family, Youth & Children's Services Division
Attn: Regina de Melo (rdemelo@schsd.org)
1202 Apollo Way
Santa Rosa, CA 95407

1.2. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

1.3. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other source. No supplantation of program financing by Contractor is contemplated or allowed.

1.4. Indirect Cost Rate. Contractor is responsible for complying with the [Human Services Department Indirect Cost Rate Policy](#).

1.5. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.5.1. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

1.5.1.1. Charges to awards for salaries and wages, whether treated as direct costs or indirect costs, must be based on documented payrolls approved by a responsible official(s) of the organization. The distribution of salaries and wages to various program funding sources must be supported by personnel activity reports (such as timesheets or time studies) except when a substitute system has been approved in writing by the cognizant agency. Such activity reports must account for the total activity

for which employees are compensated and must be maintained for all staff members (professionals and nonprofessionals) whose compensation is charged, in whole or in part, to this Agreement.

1.5.2. If it should be determined during the term of this Agreement by the Human Services Department, County Administrator, Auditor-Controller, and/or Board of Supervisors that funds are not being utilized by Contractor in accordance with this Agreement, an audit may be ordered of Contractor's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to Contractor through this Agreement.

1.5.3. In the event that Contractor terminates its business activities, all records related to this Agreement shall be promptly delivered to County by Contractor. Contractor shall be liable for any and all attorneys' fees incurred by County in recovering records pursuant to this section.

2. Procurement.

Contractor must maintain documented procurement policies and procedures consistent with federal, state, and local requirements and any procurement must comply with those policies and procedures. For purposes of this Agreement, procurement for goods or services must comply with the [Sonoma County Procurement Thresholds for Goods and Services](#).

If Contractor wishes to purchase equipment exceeding Five Thousand Dollars (\$5,000) which is not specifically identified and approved under this Agreement, Contractor must request in writing permission from County to purchase. If County approves the purchase, Contractor shall provide County with proof of purchase within ten (10) days.

2.1. Contractor shall record the following information when equipment is acquired:

- A. Date acquired;
- B. Equipment Description;
- C. Equipment identification number (serial number);
- D. Cost or other basis of valuation;
- E. Fund source; and
- F. Rate of depreciation (or depreciation schedule), if applicable.

3. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

3.1. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding. County also reserves the right to request changes in program design in order to accommodate changes made by the funder. The County Human Services Director has authority to request and approve program design changes.

4. Budget Adjustments.

4.1. Request. Request for transfer of funds between line items shall be submitted on a "Line Item Adjustment Request" as provided by the County. The Contractor must provide justification and supporting documentation for the requested revision.

4.2. Approval. The County is authorized to approve and execute a "Line Item Adjustment Request", which details the transfer of funds between Budget line items, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County's maximum financial obligation.

4.3. Adjustments Requiring Written Consent. County's written approval is required prior to the transfer of any program funds between Budget line items when the amount of the individual line item adjustment is more than the greater of \$2,500 or 15% of funds budgeted per line item.

4.4. Equipment. Requests to purchase equipment in excess of Five Thousand Dollars (\$5,000) and not included in original budget shall require County approval prior to purchase.

5. Closeout. Within thirty (30) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the actual allowable costs for the term of the Agreement exceeded payments, the County will remit the difference to the Contractor provided that the remittance will not cause the total payments made hereunder to exceed the funding amount set forth in Article 2 of this Agreement. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, Contractor shall enclose with the cost report funds equal to the difference between payments received and costs incurred.

6. Audits. Contractors, who receive multiple Federal Awards which taken together total over One Million Dollars (\$1,000,000), are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

6.1. As applicable, the Contractor shall ensure that both State and Federally-Funded expenditures are displayed separately in the single audit report's "Schedule of Expenditures of Federal Awards (SEFA)". The SEFA should include the Assistance Listing Number (ALN) and Pass-through Identifying Contract Number.

7. Repayment.

7.1. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State, or Federal agencies related to activities conducted by Contractor under this Agreement.

7.2. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

8. Funding.

8.1. All or part of this Agreement may be paid with Federal awards.

8.2. Federal awards are not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

8.3. Federally awarded funds must be used in accordance with Federal statutes and regulations. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

9. Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

10. Budget.

Staff Salaries	1,329,593
Staff Benefits	358,990
Rental / Lease of Facility	17,752
Utilities / Building Maintenance	3,750
Communications	10,524
Software / Subscriptions	2,520
Equipment Lease / Rental	300
Equipment Purchase	7,425
Supplies and Materials	7,180
Staff Mileage / Travel	21,100
Staff Development	6,830
Other: Flex Funds	100,000
Other: Staff Recruitment & Intern	7,482
Indirect Costs @ 15%	260,554
TOTAL AMOUNT NOT TO EXCEED	\$2,134,000

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Cyber Liability Insurance

Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade

dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

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

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit F: Professional Licensure / Certification

A. Professional Licensure

1. Contractor shall maintain any professional licenses required in order to perform the duties contracted for in this Agreement.
 - a. Contractor shall submit copies of professional license to the address listed in Article 12.
 - b. Contractor shall submit copies of any renewal of professional license received within thirty (30) days during the term of this Agreement to the address listed in Article 12.
 - c. Contractor shall also notify County within 24 hours of any disciplinary action taken against their professional license, including citation, revocation, or suspension, even if stayed; along with any additional follow-up as they may occur, including probation terms, inactive status, or lapse.
2. When the Agreement allows for subcontracting, Contractor agrees to verify and ensure appropriate professional licensure is maintained for all subcontractors.
3. Contractor agrees to maintain appropriate license and take professional responsibility for any intern acting under Contractor's supervision.

B. Certification

1. Contractor shall maintain any certifications required in order to perform the duties contracted for in this agreement.
 - a. Contractor shall submit proof of certification to the address listed in Article 12.
 - b. Contractor shall submit proof of any renewal of certification received within thirty (30) days during the term of this Agreement to the address listed in Article 12.
2. When the Agreement allows for subcontracting, Contractor agrees to verify and ensure appropriate certification is maintained for all subcontractors.

- C. County may terminate this Agreement for cause if Contractor fails to maintain the professional license and/or certification required to perform the duties in this Agreement.

Exhibit I: Data System Requirements

Child Welfare Services/Case Management System (CWS/CMS) Access Requirements

- A. Both parties agree to require all persons under their control to comply with the provisions of Section 10850 of the Welfare and Institutions (W & I) Code, Section 827 of the W&I Code and Division 19 of California Department of Social Services Manual of Policy and Procedures.
- B. Access to CWS/CMS shall only be allowed for designated staff who work with HSD clients and only for the purpose described in this Agreement. Access to CWS/CMS shall only be allowed for Contractor staff that have signed and submitted a Public Assistance Systems Access Agreement. This Agreement must be received by HSD prior to the issuance of a secure username and password.
- C. Contractor will provide written notification to HSD of any employee change that relates to this Agreement, including termination of access due to leave, job change or other reason, within two (2) business days of the change.
 - i. When access for an employee is either requested or terminated, an updated roster of all Contractor employees with CWS/CMS access shall be submitted along with the written notification of the employee change.
 - ii. All notices to HSD regarding CWS/CMS shall be made in writing via e-mail and addressed as follows:

Kerry Stokes, CWS/CMS Administrator
stokeka@schsd.org
(707) 565-4394
- D. Contractor shall ensure that staff will only access client information related to the scope of work described in this Agreement.
- E. Contractor will inform staff of confidentiality requirements and responsibilities related to accessing data as included in the primary agreement.