

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement"), dated as of September 01, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Circuit Rider Community Services, a California non-profit corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified California non-profit corporation, specialized in providing services informed by Positive Youth Justice Principles and Trauma-Informed Practice for justice-involved youth; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Contractor for operating an evening and weekend reporting center that provides behavioral change interventions, prosocial development opportunities, and community reintegration support for justice-involved youth.

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. Contractor's Specified Services. Contractor shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), 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.
- 1.2. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3. 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.

1.4. Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. 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 hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. 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.
- c. 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.
- d. All persons assigned to perform services under this Agreement on behalf of Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.
- e. All direct service personnel must be fingerprinted before performing any services under this Agreement. Contractor's employees shall follow the fingerprinting procedure set forth in Exhibit D, incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Contractor's employees for working with the clients served under this Agreement.

1.5. Program Referrals. The only individuals who may participate in the Contractor's programs under this Agreement are those who have been referred to the program by the County or who are eligible for the program based on criteria approved by the County. All referrals must be submitted on approved County forms. For Vista Program Services, Probation shall contact minor and family participants to notify them of referral to services. Contractor shall contact family of referred minor and report the status of contacts within ten (10) business days of Probation's referral letter. Participation of any individual not referred by the County or through the procedures established

herein shall result in the disallowance of the Contractor's costs associated with the participation of that individual in Contractor's program.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

For all services required and incidental costs incurred hereunder, Contractor shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit B and incorporated herein by this reference. The amount to be paid to Contractor for all services performed under this Agreement shall not exceed \$2,200,000 (Two Million Two-Hundred Thousand). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

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.

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.

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 13. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or, 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. Invoices. The Contractor shall submit Monthly Invoices within ten (10) business days after the end of the month in which the services were rendered. Each invoice shall be supported by Monthly Client Logs as follows: (a) Client Sign-In Sheet; (b) Group Sign-In Sheet; (c) Client Tracking Sheet; and (d) Extension/ Suspension of Services Form. County shall provide descriptions or samples of the identified reports in Exhibit F.

2.3. Manner of Payment. Payments shall be made by County within thirty (30) days of presentation of the Monthly Invoices by Contractor for services performed in the designated month. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.4. Funding and Program Changes. The County reserves the right to modify levels of funding for programs and renegotiate program budgets, if needed, due to increases or decreases in funding from the State. The County also reserves the right to request changes in program design to accommodate a change in circumstances or a change in State requirements. The County Chief Probation Officer has authority to request and approve program design changes that do not significantly alter this Agreement.

3. Term of Agreement. The term of this Agreement shall be from September 01, 2025, to June 30, 2028, unless terminated earlier in accordance with the provisions of Article 4 below.

Upon expiration of the initial term, County and Contractor may extend the term of the agreement for three (3) additional one-year terms. Extensions will be executed by both parties prior to the expiration of the existing term. All termination provisions of Article 4 below apply to each of the extensions, unless amended in writing by County and Contractor.

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. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to County all reports, original drawings, graphics,

plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor, Contractor's subcontractors, and other agents in connection with this Agreement 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.

4.4. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered and reimbursable expenses properly 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 Section 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.

4.5. 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 Probation Department Head, 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 concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. 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 will maintain and will require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in 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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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 Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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. Confidentiality Requirements. Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:
 - 9.1. Use of CLETS Data. Contractor shall refer to and comply with Exhibit G regarding use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information.
 - 9.2. Contractor shall comply with the terms of the Confidentiality Requirements attached to this Agreement as Exhibit H and incorporated herein by this reference.
10. Representations of Contractor.
 - 10.1. 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.

10.2. 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 is not to be considered an agent or employee of County 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.

10.3 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.

10.4 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.

10.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Contractor shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the 5 years, there is ongoing litigation or an outstanding audit involving those records, the Contractor shall retain the records until resolution of the litigation or audit. Refer to Exhibit E for Performance Measures and Outcomes Requirements. Such records shall include:

- a. Referral and enrollment information;
- b. Notices of termination, and successful and unsuccessful completion;
- c. Attendance records and time sheets for Youth;

- d. All files referring to Youth, including personnel files;
- e. All time sheets and documentation to support salary and benefit cost; expenditures and service and supply expenditures; and
- f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.

10.6 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.

10.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply 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.

10.8 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 because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other 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.

10.9 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.

10.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later

prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

10.11. Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor, Contractor's subcontractors, and other agents in connection with this Agreement, shall be the property of County. Contractor shall deliver such materials to County upon request in their final form and format. Such materials will be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor, Contractor's subcontractors, and other agents shall remain the property of those persons or entities.

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

11. 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.

12. 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.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by

personal delivery or by U.S. Mail or email. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY

Attn: Probation Administration
Sonoma County Probation Department
7425 Los Guilicos Rd. Dept B.
Santa Rosa, CA 95409
SCPD-Juvenile-Invoices@sonomacounty.gov
(707) 565-6211

TO: CONTRACTOR

Circuit Rider Community Services
9619 Old Reward Hwy
Windsor, CA 95492
thecenter@circuitriderscs.org
(707) 838-6641

Correspondence sent by email shall be deemed received upon transmission as long as the sender has a written confirmation of the email, and the email is transmitted before 5:00 p.m. (recipient's time). For all other forms of transmission, correspondence 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.

Any email documentation from Contractor to County containing Personally Identifiable Information must be encrypted or sent through a secure method approved by County to ensure the protection of sensitive information.

14. Miscellaneous Provisions.

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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.

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

14.10. 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, 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 E-SIGN 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: Circuit Rider Community
Services

By: _____
Name: Robert Izzo
Title: CEO
Date: _____

COUNTY: County of Sonoma
CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Vanessa Fuchs,
Chief Probation Officer
Date: _____

EXHIBITS

The table below lists exhibits that may be included in this Agreement.

	Title / Section	Purpose	Exhibit Included in this Agreement (Yes/No)
A	Scope of Work (Section 1.1.)	Details Contractor services provided.	Yes
B	Budget, Fee Schedule, and Rate Adjustments (Section 2.)	Codifies agreed upon budget, rates, and rate increases.	Yes
C	County of Sonoma Contract Insurance Requirements (Section 6.)	Details Contractor's required insurance.	Yes
D	Fingerprinting Procedure and Agreement to Background Check (Section 1.4.d.)	Guidelines and requirements for fingerprinting and background checks.	Yes
E	Performance Measures and Outcomes (Section 9.5.)	Describes Contractor's Results Based Accountability Plan.	Yes
F	Client Participation Management Forms (Section 9.1. Alt Probation-JJCPA template)	Requests to Contractor to extend or suspend or begin and terminate individual client services.	Yes
G	CLETS Employee/Volunteer Statement (Section 9.1.)	Requires that volunteers or employees of Contractor attest that they understand the proper use of information from the California Law Enforcement Telecommunications System and have been alerted to legal requirements to keep this information confidential.	Yes
H	Confidentiality Requirements (Section 9.2.)	Describes Contractor's requirements to maintain confidentiality.	Yes

EXHIBIT A
SCOPE OF WORK

Contractor will operate an evening and weekend reporting center that provides behavioral change interventions, prosocial development opportunities, and community reintegration support for youth assessed as high or moderate risk to reoffend, and who require structure and services to change behavior. Contractor will provide services to youth referred by Probation through two distinct programs described below: Vista Academy and Vista Lite.

Contractor's services are informed by Positive Youth Justice Principles and Trauma-Informed Practice, and contractor staff are trained in trauma-informed care and adolescent development. Research has established the relationship between trauma exposure, traumatic stress, and behavior. Contractor's trauma-responsive services are delivered with recognition of this relationship. Youth who have experienced trauma at home or in their communities can resort to maladaptive behaviors in an effort to feel safe. These behaviors may include carrying weapons, engaging in physical conflict in situations they perceive as calling for "self-defense," joining gangs, and self-medicating with drugs or alcohol. Often the effects of trauma continue to affect a youth's behavior in day-to-day interactions and may be exhibited as depression, fear, and anxiety; low self-esteem; self-destructive behavior; combative self-preservation; mistrust of adults; perceptions of unfairness; uncontrolled anger; deep sadness; and extreme sensitivity to rejection.

Contractor will provide services that are culturally responsive, including Spanish language services where needed.

Vista Academy will operate 50 weeks a year Tuesday through Friday plus 5 Saturdays for special outings and events. Vista Lite will operate 45 Saturdays a year.

Referrals and Participation Tracking

Youth will be referred to Vista Academy or Vista Lite by the Probation Department, with referrals initiated by probation officers or through court orders.

Youth participating in Vista Academy or Vista Lite will continue to attend school, live at home or other appropriate environment, attend required court hearings and continue involvement in pro-social activities and other partnering agencies services as directed by Juvenile Probation or the Court.

Referral to services

- Probation will provide the Contractor's designated coordinator(s) with the referral form and all other pertinent documents.
- Probation will notify youth and family of referral to program.
- Contractor staff shall contact family of referred youth and report the status of contacts to Probation within ten (10) business days of the date of Probation's referral.

Start of Services

- Contractor will email Probation to advise that the intake interview is scheduled and when services will begin or what Saturdays the youth is scheduled for. At that time, Probation provides any pertinent information regarding the current disposition of the youth's case.
- Contractor shall provide the completed Entry form to the County within five (5) business days of the date services begin.

Completion of Services

- As the youth nears completion of the program, Contractor or designated coordinator will request an Exit form from Probation.
- Contractor shall provide the completed exit form to the County within five (5) days of the last session. The Exit form includes the Contractor's evaluation information regarding the success of the youth in the program and any further referral the Contractor believes would be beneficial.

Missed sessions

- Contractor shall notify Probation by the next business day following any sessions missed by a youth.

All case note files will be retained for five years following a youth's discharge from Vista Academy or Vista Lite and will comply with all legislation concerning confidentiality and sealing of juvenile records.

Vista Academy Program

Vista Academy is a juvenile evening reporting center operating after school, in the evenings, and on weekends. Youth enrolled in the program participate in a range of activities, including evidence-based programs proven to reduce recidivism, academic support services, job readiness training, recreational and physical education, and other initiatives that promote positive youth development.

Vista Academy's strength-based elements will be delivered as trauma informed, psycho-educational group and individual activities focused on the unique psychological, social, and developmental needs of adolescents. Vista Academy's principal intervention strategy will align with the Positive Youth Justice model in a highly structured comprehensive framework of cognitive-behavioral techniques with activities and interactions designed to increase pro-social functioning to support each youth's development of protective factors and new social assets to reduce likelihood of re-offending.

Vista Academy will operate as a trauma-informed program offering each youth:

- An environment where youth feel respected and supported, physically, socially and emotionally safe;

- Opportunities for youth to have their voice heard, contribute and set personal goals;
- Self-awareness skill development with the opportunity to reflect and assess choices;
- Consistent schedules and procedures with sufficient notice and preparation when changes are necessary;
- Communication that is consistent, open, respectful, and compassionate; and
- Services that demonstrate an awareness that an individual's culture affects how people perceive trauma, safety, and privacy.

Target Population: Justice-involved youth ages 14 to 17 assessed as moderate or high risk to reoffend who require structure and services to change behavior.

Typical Length of Service: 4-6 months. Program length will vary based on youth needs, capacity, and demonstrated progress. The timeline is designed to meet the needs of youth with input from their probation officers. The expectation for program success is daily participation by each enrolled youth with allowances for excused absences, as mutually agreed upon between the Contractor and the director of juvenile probation or their designee.

Program Schedule

Vista Academy services will operate Tuesday-Friday, and 5 Saturdays a year for special outings or events for a total of 205 days of service.

During the school year, Vista Academy will operate from 2:00-8:00pm. During summer months, transport to the program begins at 11:00am and transport home begins at 4:30pm. Hours will be adjusted during school holidays and school breaks. Vista Academy will be closed for 6 in-service weekdays and some holidays, articulated to Probation with 30 days advance notice.

Typical Weekday Activity Schedule

2:00-3:30	Transport Youth from School to the Vista Academy
3:30-4:00	Snack, Positive Youth Development activities
4:00-4:45	Positive Youth Development activities
4:45-5:45	Positive Youth Development activities
5:45-6:30	Meal, Positive Youth Development activities
6:30-8:00	Transport Youth Home

Special Saturday outings and Contractor in-service days will be scheduled in advance with Probation approval.

Snacks and nutritious meals will be served daily.

Youth Transportation

To extend the hours of intensive supervision and ensure the safety of youth, Vista Academy staff will provide transportation for youth who reside within 30 miles of the program site. Vista Academy staff will use Contractor vehicles to transport Youth to program and home. Each youth's transportation plan will be discussed during the first meeting with youth and parent/guardian. Vista Academy staff will obtain parent or guardian permission to transport each youth to program, home and all off-site activities. If a youth's probation officer determines that a youth may self-transport, Vista Academy staff will support the youth to plan their own transportation to ensure they arrive on time at Vista Academy.

Services begin immediately when staff meet youth at their school, community service sites or home for transport to Vista Academy. To assist youth with their transition from school or home to the program, each youth is provided an MP3 player and headphones to listen to a calming, guided progressive relaxation exercise. The calm atmosphere of the transport provides an opportunity for youth to leave the stressors of their day behind. The calm atmosphere of transport continues once youth arrive to the Vista Academy site.

Program Curriculum

Vista Academy will provide each youth with coordinated developmentally rich activities designed to support increases in social, moral, emotional, physical and cognitive competence. Vista Academy services will target dynamic criminogenic needs through a behavioral approach to support each youth's development of pro-social skills as they adapt new patterns of positive behavior and increase in competencies relevant to becoming a successful adult. Vista Academy will also utilize an interactive approach through group activities where each youth will interact in peer-to-peer skill rehearsal receiving guidance to build or increase efficacy in positive interactions with peers, educators, family members and the community.

Vista Academy's components will align with the principles of Positive Youth Justice in core practice domains: work, relationships, health, education, community, creativity. Positive Youth Justice domains will be delivered through Vista Academy Program elements and will incorporate Positive Youth Justice Key Assets: Learning/Doing and Attaching/Belonging.

Core Practice Domains	Vista Academy Elements
WORK	<ul style="list-style-type: none"> • Career Pathway Exploration • Financial Literacy education • Tackling the Tough Skills™ • Employment search practice • Interview practice • Resume creation
RELATIONSHIPS	<ul style="list-style-type: none"> • Moral Reconation Therapy® (MRT)

	<ul style="list-style-type: none"> • Aggression Replacement Training® (ART) • The Council for Young Men and Boys
HEALTH	<ul style="list-style-type: none"> • Recreation and Physical education activities • The Matrix Model for Youth and Young Adults
EDUCATION	<ul style="list-style-type: none"> • Homework assistance • Tutoring • Credit recovery support
COMMUNITY	<ul style="list-style-type: none"> • Environmental Education focused on community care • Guided service-learning/community service
CREATIVITY	<ul style="list-style-type: none"> • Expressive arts • Photography skill development

Intake Structure

On a youth's first day, staff will meet with the youth and their parent/guardian. This meeting structure will be grounded in Motivational Interviewing principles and will be an opportunity for the referred youth and their parents or guardians to learn about Vista Academy's services, ask questions, and begin the process of creating an Individual Goal Plan. Vista Academy's intake process is critical in establishing a firm basis for the "Positive Youth Justice Principles" and serves as a first introduction for both youth and parents to the organization supporting them through this framework. At this initial meeting, parents will be invited to attend individualized family strengthening meetings where the ART curriculum will be utilized to increase communication skills among the youth and their parent/guardians.

Individual Goal Plan

Understanding that all individuals have the potential for positive change, the development of Individual Goal Plans will be constructed as a strength-based practice that rests on the fundamental assumption that a person is more likely to increase positive social interaction when they are fully engaged as a partner in the process of identifying goals and creating a personal strategy for goal attainment. Contractor's partnership with Probation will be a critical component to creating goals with each youth. Collaborative teaming will begin with Probation's first contact with Vista Academy staff to discuss the current needs of each youth. Vista Academy's Individual Goal Plan development will be a flexible interaction between each youth, Vista Academy staff, and Probation designed to address Positive Youth Justice Core assets and practice domains. Service delivery will be adapted to provide each youth with the opportunity to receive individual support. The Individual Goal Plan will serve as each youth's road map to success inside and outside of Vista Academy. Progress on goal attainment will be available to Probation and reviewed regularly with each youth.

Case Management

Vista Academy staff will utilize a tailored case management strategy that incorporates trauma informed practices while supporting each youth as they work toward achieving their individualized goals. A minimum staff to youth ratio of 1:4 will be always maintained. This ratio will ensure safety and ensure fidelity to Vista Academy's evidence-based programming while offering each youth an opportunity to develop a deeper, more constant relationship with Vista Academy staff members through regular, consistent one-on-one interactions. Vista Academy staff will monitor each youth's daily activities and maintain daily case notes. Vista Academy staff will participate in Contractor's weekly staff supervision and support meetings to ensure consistent delivery of messages, problem solving, and service planning. Contractor will maintain a directory of local resources that offer additional forms of assistance that may be appropriate for Vista Academy youth.

Case Management interactions with Sonoma County Probation will entail regular exchange of youth information and as needed to meet Probation Department and personnel needs.

Program Capacity

A daily maximum of 16 youth will be served at Vista Academy.

Vista Lite Program

Vista Lite is a weekend reporting center operating 45 Saturdays throughout the year. Through evidence-based interventions, youth in Vista Lite will learn to identify harmful thought patterns, strengthen emotional regulation, and practice new responses to challenges. Contractor's trauma-informed care framework ensures that services are delivered with empathy, consistency, and an understanding of each youth's lived experience.

Vista Lite is designed for adolescents requiring targeted support but not the full scope of Vista Academy's intensive structure. Vista Lite offers psycho-educational group and individual activities that address the psychological, social, and developmental needs of youth. Programming emphasizes Positive Youth Development principles and cognitive-behavioral techniques designed to enhance pro-social functioning, support the development of protective factors, and reduce the likelihood of re-offending.

Vista Lite supports youth development in key competency areas: social, emotional, moral, physical, and cognitive, and offers each youth:

- A physically and emotionally safe environment
- Respectful and compassionate communication
- Opportunities for voice, choice, and self-reflection
- Predictable routines and support with transitions

- Culturally responsive practices that acknowledge identity, trauma, and safety

Youth participating in Vista Lite continue to attend school, live at home, and engage in court-required or pro-social activities.

Target Population: Justice-involved youth assessed as moderate to high risk, who are directed by their probation officer or the Court to participate in Vista Lite as an intervention and sanction due to noncompliance with the terms and conditions of their supervision.

Typical Length of Service: Varies by youth. Referrals are made for short-term, Saturday-only enrollment.

Program Schedule

Vista Lite services will operate on Saturdays 45 weeks out of the calendar year, with sessions typically offered between hours of (10:30–3:30 PM).

Saturday schedules will vary based on the planned activities but will occupy traditional daytime hours and will be coordinated with Sonoma County Probation.

Snacks and nutritious meals are provided at each session.

Youth Transportation

Transportation is provided as necessary for all youth within a 30-mile radius of the program site. Contractor staff coordinate individualized transportation plans as needed with youth and caregivers, securing guardian consent and Probation Officer approval for all off-site activities or self-transportation when appropriate.

Program Curriculum

The exact activities planned for Vista Lite will be mutually agreed upon between the Contractor and the director of juvenile probation or their designee before each scheduled Saturday session.

Planned activities for Vista Lite will incorporate Positive Youth Justice Domains and Trauma-Informed Principles and be as individualized as possible for the youth in attendance.

Program Capacity: Vista Lite can serve up to 10 youth per session.

EXHIBIT B BUDGET & FEE SCHEDULE

The budget table below is the basis for calculating the daily billable cost. Reimbursement will be made at this daily rate, multiplied by the number of program days, rather than by the total budget amount.

Vista Academy & Vista Lite Programs

250 Service Day Budget		Tuesday-Saturday x 50 weeks			
Personnel	Hours per week	Hourly rate	Earnings	Benefits	Total S&B
Program Manager	40	\$ 32.54	\$ 76,095	\$ 26,177	\$ 102,272
Client Services Coordinator	40	\$ 29.00	\$ 6,840	\$ 16,995	\$ 23,835
Client Services Specialist	27	\$ 23.15	\$ 32,503	\$ 3,055	\$ 35,558
Client Services Specialist	27	\$ 23.15	\$ 32,503	\$ 3,055	\$ 35,558
Client Services Specialist	8	\$ 23.15	\$ 9,630	\$ 905	\$ 10,535
Client Services Specialist	8	\$ 23.15	\$ 9,630	\$ 905	\$ 10,535
Total Salaries & Benefits			\$ 217,201	\$ 51,093	\$ 268,294
Program Expenses					
Staff Training & Conferences					\$ 3,200
Vehicle Fuel					\$ 7,429
Program Supplies					\$ 11,852
Food (\$3/youth/day)					\$ 12,768
Small Tools & Equipment					\$ 2,500
Tickets, passes, parking fees for hikes and field trips					\$ 4,000
Photography equipment					\$ 1,600
Hiking equipment					\$ 1,600
Weightlifting equipment					\$ 2,000
Gardening supplies					\$ 1,600
Total Program Direct Expenses					\$ 48,549
Total Direct expenses					\$ 316,843
Indirect expenses (10%)					\$ 31,684
Total Program Expenses					\$ 348,527
Billable cost per day @ 250 service days per year					\$1,394

Contractor will invoice Probation at the billable cost per day (\$1,394) for each day the evening and weekend reporting center is in operation, regardless of the number of youth clients in attendance.

Rate Adjustments

County will pay Contractor based on the rates set forth in the Budget above. Following June 30, 2026, Contractor may request a rate increase based on the Consumer Price Index (CPI) for the San Francisco Metropolitan Statistical Area using the latest observed (not forecasted) consumer price data available. This information appears in the State of California Department of Finance website (https://www.bls.gov/regions/west/newsrelease/consumerpriceindex_sanfrancisco.htm).

If there is no growth or a decrease in the CPI, the contractor's rates will remain flat for the coming year. Approval of such request requires written confirmation from County at least 30 days before taking effect.

EXHIBIT C
COUNTY OF SONOMA CONTRACT INSURANCE REQUIREMENTS TEMPLATE #5

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, 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. 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:*
 - i. 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 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. The Certificate of Insurance must include the following reference:
Sonoma County Probation Department.
- b. 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.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
Sonoma County, its Officers, Agents and Employees
Juvenile Probation – Department B
7425 Los Guillicos Rd
Santa Rosa, CA 95409
- d. 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.
- e. 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.
- f. 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 D
FINGERPRINTING PROCEDURE AND AGREEMENT TO BACKGROUND CHECK

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Contractor contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of Contractor staff.
2. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be emailed to ProbationHR@sonoma-county.org or faxed to 707-565-2503.
3. Contractor staff-member will contact Probation to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. Contractor staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify Contractor contact of background results.

FINGERPRINTING PROCEDURE

Any individual who may provide services under this Agreement, or who otherwise has one-on-one contact with probationers that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 707-565-2503 or sent by email to: ProbationHR@sonoma-county.org
2. To begin the fingerprinting process and to receive instructions on scheduling your fingerprinting appointment call the following numbers:

Probation	Primary Contact #	Secondary Contact #
Juvenile Probation	707-565-8667	707-565-2798
Juvenile Hall	707-565-8667	707-565-2798
Adult Probation	707-565-2798	707-565-2798
Administration	707-565-2798	707-565-2798

3. The applicant should be prepared to provide the following information for the livescan form: Name, AKA's, Address, Place of Birth, Sex, Date of Birth, Social Security #, Height, Weight, Eye Color, Hair Color.
4. The livescan form will be emailed to the applicant appointment or, if the applicant does not have access to email, they can make arrangements to pick up the fingerprint form.
5. The email will include instructions for making an appointment for the fingerprinting procedures.
6. Return the fingerprint form and the Authorization for background to ProbationHR@sonoma-county.org or, if the applicant does not have access to email, they can make arrangements to drop off the fingerprint forms.



VANESSA FUCHS
CHIEF PROBATION OFFICER

Please fill out this form completely.

Your fingerprints will not be processed if you do not fill out completely and submit this authorization form.

Agreement to Background Check

I _____ understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment work with / provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant – *please print*

Last Name: _____ First Name: _____

Agency / Organization Name: _____

☐ Adult Probation

☐ Juvenile Probation

☐ Juvenile Hall

☐ Contractor/CBO

☐ Volunteer

☐ Other _____

Applicant Signature: _____

Date: _____

EXHIBIT E

PERFORMANCE MEASURES AND OUTCOMES

During the first six months following execution of this agreement, and in collaboration with the Probation Department, Contractor will develop an Antiracist Results Based Accountability (AR-RBA) Plan that includes the following key elements:

1. The population-level result to which the program contributes: All youth, adults and families in Sonoma County live crime-free, healthy and prosperous lives in safe communities;
2. Performance measures to answer three program-level questions: “How much did we do?” “How well did we do it?” and “Is anyone better off?”
3. A data collection method and reporting frequency for each performance measure; and
4. Identification of the frequency of Learning Loop collaborative program improvement meetings with the Probation Department to review performance data, interpret its meaning and plan action in response.

The AR-RBA Plan will be signed by the Contractor and the Probation Department. The AR-RBA Plan may be modified at any time as agreed in writing by both parties.

Contractor will collect data on the performance measures detailed in the AR-RBA Plan and will report these data based on the timeline determined in the AR-RBA Plan. Contractor will disaggregate the performance measures by race/ethnicity, gender identity, geographic area and other demographics as agreed in the AR-RBA Plan. Contractor will participate in Learning Loop meetings as agreed in the AR-RBA Plan.

A sample plan is attached to this Exhibit.

Antiracist Results-Based Accountability Plan

This Antiracist Results-Based Accountability (AR-RBA) Plan may be periodically amended, as evidenced in writing, and signed by all Parties.

1. Program Information:

Organization: **Sample Organization** Program Name: **Sample Program**

- 1.1. *Location and region where services are to be provided (location of where client served lives):* **County Wide**

North county: ☒ South County: ☒ East County: ☒ West County: ☒ Central County: ☒

- 1.2. *Language services will be provided in:* English: ☐ Spanish: ☐
Other:

2. Result Area:

Result (population accountability)

What population result does your program contribute to? The County has identified a list of results and population indicators for each Department. The following result is identified for the Probation Department:

- 2.1. Result: All youth, adults, and families in Sonoma County live crime-free, healthy, and prosperous lives in safe communities.

3. Performance Measures for Program Year 1 and Ongoing

List proposed activities that you plan to monitor with performance measures	Program Performance Measures	Performance Measure Target	Data Collection Method	Data Reporting Cycle	Turn the Curve Frequency (data review and action plan)
Sample Program	<u>How much did we do?</u> <ul style="list-style-type: none"> Number of participants served 	30 participants per year	Program tracking database	Bi-annually in January and July	Bi-annually in February & August
	<u>How well did we do it?</u> <ul style="list-style-type: none"> Program fidelity checklists showing strong adherence to the program model. 	Scores of at least 15, indicating satisfactory or better fidelity	Program manager will observe group once per cycle and complete the checklist	Bi-annually in January and July	Bi-annually in February & August
	<u>Is anyone better off?</u> Youth Exit Survey <ul style="list-style-type: none"> Youth Exit Survey includes four items measuring how the youth rates various aspects of their behavior, condition, and attitude: <ul style="list-style-type: none"> Scoring <ul style="list-style-type: none"> Very good = 2; Good = 1; Needs Improvement = 0 	60% of youth reporting positive outcomes. Total scores of 4 or more is positive	Youth Exit Surveys	Bi-annually in January and July	Bi-annually in February & August

4. Reporting Requirements:

Contractor will apply, document and report on performance measures and activities detailed in the AR-RBA Plan. These documents may be modified at any time as agreed to in writing by both parties. Contractor will report these data based on the timeline determined in this AR-RBA Plan, and participate in Learning Loop meetings as defined in this AR-RBA Plan. Contractor will disaggregate the performance measures by race/ethnicity, gender, age group and geographic area for reporting when possible.

5. Learning Loop Meeting Requirements:

Contractor will participate in Learning Loop collaborative program improvement meetings on the following frequency after the initial completion of this AR-RBA Plan:

Learning Loop meeting frequency:

Contractor

Department Representative

Date

Date

EXHIBIT F
CLIENT PARTICIPATION MANAGEMENT FORM

The Contractor is required to utilize the Client Participation Management Forms described below. Sample forms are provided following the descriptions. Any modifications to these forms requested by the Contractor must receive prior written approval from the Probation Department. The Probation Department reserves the right to revise or update any of these forms and will provide written instructions to the Contractor regarding such changes.

- a. Client Tracking Sheet – detail of youth served: name, dates (referrals, opened, closed, etc.), and attendance to accompany each invoice.
- b. Client Referral Form - required for all youth in the program; gives pertinent youth, parent/guardian and Probation data and contact information.
- c. Extension/Suspension of Services Form – informs Probation if Contractor requests to serve youth beyond the typical program duration, or to authorize a youth be suspended.
- d. Client Exit Form – informs Probation on status of youth exiting and success/outcome in the program.

e. Sample Client Tracking Sheet

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
PROGRAM - CBO								Success									
			Date	Date	Date	Date	Date	Unsuccess	Date	Date	Date	Date	Date	Date	Date	Date	Date
Probation File #	Last Name	First Name	Referral Date	Received Date	Opened Date	Entry Date	Closed Date	Exit Type	Session 1	Session 2	Session 3	Session 4	Session 5	Session 6	Session 7	Session 8	Session 9



Sonoma County
Probation Department

Referral Form

7425 Rancho Los Guilicos Road
Juvenile Division: Department B
Santa Rosa, CA 95409
MAIN 707-565-6229
FAX 707-565-6342

Program/CBO		Referral Date	
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<input type="checkbox"/>			
Probation Officer		Caseload Number	
Phone			

Minor's Name		PFN		K#	
Address					
Phone/Type		Phone/Type		Phone/Type	
Sex		Race		DOB	
School				Grade Level	

Parent		Phone	
Parent		Phone	

Sustained Offenses	
---------------------------	--

Probation Notes	
------------------------	--

Processed By		Phone Number		Date	
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The following section is to be completed by Provider. Select an outcome on the left and enter the date of action.

<input type="checkbox"/> Entered <input type="checkbox"/> Juvenile Refused <input type="checkbox"/> CBO Declined <input type="checkbox"/> Retracted by Probation	Entry/Refusal Date 	If CBO Declined: Assessment Begin Date: Assessment End Date:
Print Name	Name of person completing the form	Phone
Signature	Signature of person completing the form	Date
		Date the form is completed.

Extension/Suspension of Services Form

This form must be submitted with each incidence of an Extension of services or a Suspension of services provided to youth under the existing contract.

PFN: _____ Name: _____

Request Date: _____

Additional Staff Hours Required (if applicable): _____

Service Provider: _____

Program Name: _____

Signature of Probation Officer: _____

☐ Extension of Services Requested ☐ Suspension of Services Requested

Dates Affected by this Request: _____

Explanation of Request:

In this section provide the reason for this request.

Examples:

- For an extension of services, is the client in need of extra weeks of services beyond the normal program scope due to a pending event that the service provider can assist with?
- For suspension of services, is the client incarcerated, or otherwise unable to participate in the program for a time, but will be rejoining the program once the issue has been resolved?

Provide specific information.

If approved, Signature of Authorized Probation Administration personnel



Exit Form

Program/CBO			
Referral Date		Entry Date	

Minor's Information

Name					
PFN		K#		DOB	
Age at Entry		Sex		Race	

Probation

Probation Completed Since Entry					
Sustained Offenses Since Entry					
Number of Arrest(s) Since Entry		Number of Violation(s) of Probation Since Entry		Number of Detention(s) Since Entry	

Processed By		Phone Number		Date	
--------------	--	--------------	--	------	--

Exit Date *	Enter the date the client has completed the service and make a selection below		
Result	<input type="checkbox"/> Complete	<input type="checkbox"/> Did Not Complete	<input type="checkbox"/> Probation Removed

Outcome Narrative	<p>Enter the date the client has completed the service and make a selection below</p>
-------------------	---

Print Name	Name of person completing the form	Phone	
Signature	Signature of person completing the form	Date	Date the form is completed

EXHIBIT C
CLETS EMPLOYEE/VOLUNTEER STATEMENT

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT
TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR
VEHICLES RECORD INFORMATION

As an employee/volunteer of Circuit Rider Community Services, you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information. PC sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date

CLETS PPP, rev 10/11

EXHIBIT H

CONFIDENTIALITY REQUIREMENTS

Contractor and its directors, officers, employees, agents, and subcontractors will ensure that:

1. All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement will be confidential, and will not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.
2. No person will publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.
3. Contractor and its officers, employees, agents or subcontractors, will not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.
4. Contractor will comply with the requirements of 42 C.F.R. section 2.53 if Contractor requires access to alcohol and drug abuse patient records for purposes of performing evaluation services under this Agreement.
5. Access to Criminal Offender Record Information (CORI). "Criminal offender record information" is defined by Penal Code §§ 11075 and 13102 as "records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release." Penal Code § 11076 provides that "criminal offender record information will be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be authorized access to such records by statute." See also Cal. Pen. Code § 13201. As "criminal justice agencies" defined under 11 CCR § 701(a) and Penal Code § 13101, the Sonoma County Probation and Sheriff's Office are affirmatively authorized to the release of CORI, including State and Local Summary Criminal History Information, and California Law Enforcement Telecommunications System ("CLETS"), as needed in the course of their duties pursuant to Penal Code §§ 11076, 11105, 13300 and 15150, et seq. The Probation and the Sheriff's Office, in accordance with the California Department of Justice (DOJ) "CLETS Policies, Practices, and Procedures," section 1.8.3.A.4, require that all persons, including volunteers and private vendor personnel, with access or potential access to CORI, including, but not limited to,

information from CLETS, local County records, and the Integrated Justice System (IJS), will receive CORI/CLETS training from a certified CLETS/National Crime Information Center (NCIC) trainer. As access, or potential access to CORI, can be in the form of hardcopy documentation, verbal communication, or other forms of information sharing, and volunteers and contract staff may have access to facilities where CORI is created, stored, handled or discussed, Contractor will ensure that all employees, agents, volunteers and subcontractors complete CORI/CLETS training prior to accessing CORI under this agreement. CORI/CLETS training, which will include laws, policies, and consequences regarding access to, and use of, criminal offender record information, will be provided by the Probation Department or the Sheriff's Office. Contractor will assure that all employees, agents, volunteers, and subcontractors that have not received CORI/CLETS training complete CORI/CLETS Training. As part of the CORI training, contractor employees, agents, volunteers and subcontract personnel will be required to sign a CLETS Employees/Volunteer Statement form (Exhibit G). Use of County Data/Information. Contractor staff assigned to this contract may have access to County information systems. County requires Contractor staff to read, sign acknowledgment of receipt, and comply with Sonoma County Administrative Policy 9.2 Information Technology Use and Security Policy Manual (https://sonomacounty.ca.gov/Main%20County%20Site/Administrative%20Support%20%26%20Fiscal%20Services/HR/Employee%20Resources/Administrative%20Policy%20Manual/9-2%20IT%20Use%20and%20Security%20Policy/IT-Use-Security-Policy-Manual_Final.pdf). Contractor will require its staff assigned to this contract to read said policy and sign the acknowledgement of its receipt. Contractor will maintain documentation of compliance with the requirement to read and acknowledge receipt of the policy and will require its staff assigned to this contract to comply with said policy.