Standard Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of October 01, 2024 ("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 a duly qualified California non-profit corporation, specializing in providing early intervention and prevention services for juvenile justice-involved youth; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the provision of Trauma Counseling and Violence Prevention Service for Sonoma County juvenile 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 <u>Contractor's Specified Services</u>. The services Contractor shall provide under this Agreement are detailed in the Scope of Services which is attached to this Agreement as Exhibit A and incorporated herein. Should there be any conflict between this Agreement and the documents attached as Exhibit A, the terms of this Agreement shall prevail. The County does not guarantee any minimum or maximum amount of work under this Agreement.
- 1.2 <u>Cooperation With County</u>. 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, including internal quality assurance processes appropriate to ensure the service is delivered as designed, 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

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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 <u>Assigned Personnel</u>. Contractor, and all of its subcontractors who provide services under this Agreement, shall comply with the following requirements regarding 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. All direct service personnel must pass a background examination and 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. Fingerprint reports shall be forwarded to the County's Chief Probation Officer for review. County's Chief Probation Officer shall have the discretion to approve Contractor's employees for working with the Youth served under this Agreement.
 - c. All persons assigned to perform services under this Agreement on behalf of Contractor are subject to background investigations performed by or under the direction of the County.
 - d. All persons assigned to perform services under this Agreement on behalf of the Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and County policies regarding PREA.
 - e. All licensed therapists assigned to perform services under this Agreement on behalf of Contractor shall submit copies of a valid licensure from the State of California.
 - f. All persons assigned to perform services under this Agreement on behalf of Contractor shall submit certification of appropriate training to deliver proprietary programming.
 - g. Contractor shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Contractor is responsible for arranging for training, as prescribed by the Auditor's Office, for the new Executive Director or Financial Director within 60 days of their assuming their new positions. Contractor's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.
 - h. In the event that any 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.

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- 1.5 <u>Program Referrals</u>. 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; see Exhibit H. For all program services, County will contact youth and family clients to notify them of referral to services. Contractor shall contact family of referred youth and report the status of contacts within ten (10) business days of County's referral form. 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.
- 1.6 Access to Probation Department Facilities. Contractor may be permitted access to County facilities for the purpose of performing the services required under this Agreement. Contractor shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Contractor. Contractor agrees to comply with all County policies and procedures, and any directives issued by County staff, relating to safety and security while performing services in the facilities.

2. Payment.

- 2.1 Payment Amount. Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth below in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$890,000 for the initial term or \$2,100,000 including three (3) one-year extensions, without the prior written approval of County. The bills shall show or include: (i) the task(s) performed; (ii) the time in 1/10th hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Contractor shall submit its bills in arrears in a form materially the same as Exhibit F on a monthly basis.
- 2.2 <u>Monthly Billing Statements</u>. The Contractor will submit Monthly Invoices (in the formats attached hereto as Exhibit F) within 10 business days after the end of the month in which the services were rendered. Each invoice shall be supported by Monthly Logs and Timesheets, in the formats attached hereto as Exhibit G 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 upon Contractor's request.
- 2.3 <u>Manner of Payment</u>. Payments shall be made by County within 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 <u>Funding and Program Changes</u>. 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

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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.

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 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. <u>Term of Agreement</u>. The term of this Agreement shall be from October 01, 2024 to June 30, 2027 unless terminated earlier in accordance with the provisions of Article 4 below. Contractor's obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination.

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. <u>Termination</u>.

- 4.1 <u>Termination Without Cause</u>. 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 5 days written notice to Contractor.
- 4.2 <u>Termination for Cause</u>. 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

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immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

- 4.3 <u>Termination for Non-Appropriation</u>. County may terminate this Agreement at any time, upon giving Contractor thirty (30) days written notice, for any of the following reasons:
 - a. County has exhausted all funds legally available for payments to become due under this Agreement;
 - b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;
 - c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
 - d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.
- 4.4 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 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 <u>Authority to Terminate</u>. 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. <u>Indemnification</u>. 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

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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. <u>Insurance</u>. 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 in Exhibit E, which is attached hereto and incorporated herein by this reference.
- 7. <u>Prosecution of Work</u>. 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. <u>Confidentiality Requirements</u>. Contractor and its directors, officers, employees, agents, and subcontractors shall comply with the provisions of Section 10850 of the Welfare and Institutions Code to ensure that:
 - 9.1 All applications and records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be CONFIDENTIAL, and shall not be open to examination for any purpose not directly connected with the administration of the services provided herein.
 - 9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient of services provided under this Agreement.

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- 9.3 Contractor agrees to inform all of its directors, officers, employees, agents, and subcontractors of the provisions of Welfare and Institutions Code section 10850, and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.
- 9.4 With respect to any media coverage, Contractor and its directors, officers, employees, agents and subcontractors shall comply with all confidentiality requirements as set forth above.
- 9.5 Upon notification from the County, Juvenile Probation records pertaining to Youth shall be sealed in compliance with 786 of the Welfare and Institutions Code.

10. General Administration Requirements.

- 10.1 <u>Client Entry and Exit Forms</u>. Contractor shall complete Entry and Exit forms, to be provided by the County. Contractor shall provide the completed form to the County within five (5) days of the date the entry or exit occurred. County shall provide descriptions or samples of the identified reports.
- $10.2 \, \underline{\text{Client Tracking Forms}}$. Contractor shall complete a Client Tracking Form to be provided by the County. Contractor shall provide the completed form to the County on a semi-monthly schedule, on the tenth (10^{th}) business day of every month, and on the last business day of every month. County shall provide descriptions or samples of the identified report upon Contractor's request.
- 10.3 Reporting Requirements. Contractor must comply with all data and information requests as required by California Government Code 30061 and Sonoma County Probation. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Contractor's costs associated with the participation of the particular Youth in Contractor's program. In addition, Contractor shall comply with the following:
 - 10.3.1 Contractor shall provide separate reports (data and outcome measures) for each program as described in Exhibit C.
 - 10.3.2 Contractor shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.
- 10.4 <u>Fiscal Management</u>. Contractor shall maintain a financial management system to ensure control over the use of funds received by the Contractor in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

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- 10.4 <u>Audit Requirement</u>. Contractor shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and in accordance with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular), as appropriate. Contractor shall provide the results of such annual audits to County.
- 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. 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.

Notwithstanding the above record keeping requirements, Contractor shall comply with all applicable record sealing laws.

- 10.6 Records Disclosure. Contractor shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes as described in Exhibit "C". Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Contractor associated with this Agreement.
- 10.7 <u>Program Income Reporting</u>. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Contractor, Contractor shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Contractor agrees to comply with any instructions it receives from County in this regard. In the event Contractor receives any compensatory credits and refunds, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to the County.

11. Representations of Contractor.

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- 11.1 <u>Standard of Care</u>. 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.
- 11.2 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.
- 11.3 <u>No Suspension or Debarment</u>. 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
- 11.4 <u>Taxes</u>. 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.
- 11.5 <u>Records Maintenance</u>. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.
- 11.6 <u>Conflict of Interest</u>. 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

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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.

- 11.7 <u>Statutory Compliance/Living Wage Ordinance</u>. 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 is 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.
- 11.8 <u>Nondiscrimination</u>. 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.
- 11.9 <u>AIDS Discrimination</u>. 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.
- 11.10 <u>Assignment of Rights</u>. 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.
- 11.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, 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 shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor and

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Contractor's subcontractors, contractors, and other agents shall remain the property of those persons or entities.

- 11.12 <u>Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.
- 12. <u>Demand for Assurance</u>. 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.
- 13. <u>Assignment and Delegation</u>. 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.
- 14. 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 courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Attention: Probation Administration

Sonoma County Probation Department

7425 Los Guilicos Rd. Dept. B

Santa Rosa, CA 95409 Phone: (707) 565-6229

Email: SCPD-Juvenile-Invoices@sonoma-county.org

TO: CONTRACTOR: Seneca Family of Agencies

2275 Arlington Drive San Leandro, CA 94578 Leticia Galyean, CEO Phone: (510) 760-6858

Email: leticia galyean@senecacenter.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed

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received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (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, bills and payments 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.

15. Miscellaneous Provisions.

- 15.1 <u>No Waiver of Breach</u>. 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.
- 15.2 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.
- 15.3 <u>Consent</u>. 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.
- 15.4 <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.5 <u>Applicable Law and Forum</u>. 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.
- 15.6 <u>Captions</u>. 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.
- 15.7 <u>Merger</u>. 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.

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No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 15.8. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.9 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONTRACTOR:	COUNTY: COUNTY OF SONOMA						
SENECA FAMILY OF AGENCIES	APPROVED AS TO SUBSTANCE FOR COUNTY, AND CERTIFICATES OF INSURANCE ON FILE:						
By:	By:						
Name: Leticia Galyean	Name: Vanessa Fuchs						
Title: CEO	Title: Chief Probation Officer						
Date:	Date:						

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EXHIBITS

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

Exhibit	Title	Purpose	Exhibit Included in this Agreement?		
			Yes	No	
A	Scope of Work	Details Contractor services provided.	X		
В	Budget, Fee Schedule, and Rate Adjustments	Codifies agreed upon budget, rates, and rate increases.	X		
С	Performance Measures and Outcomes	X			
D	Fingerprinting Procedure and Agreement to Background Check	Guidelines and requirements for fingerprinting and background checks.	Х		
Е	County of Sonoma Contract Insurance Requirements	Details Contractor's required insurance.	X		
F	Monthly Invoice (example)	An example of data required on invoice submissions.	X		
G	Client Sign-In Sheet/Group Sign-In Sheet (examples)	An example of required client documentation.	X		
Н	Referral and Exit Form	Requests to Contractor to begin or terminate individual client services.	X		

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EXHIBIT A SCOPE OF WORK

Trauma Counseling and Violence Prevention Services

Individual and family trauma counseling:

Contractor will provide youth and family therapy to English and Spanish speaking youth referred by the Sonoma County Probation Department (Probation). Contractor will provide services in a community location (including the Juvenile Justice Center), client homes, at Contractor's office, or via telehealth (as approved by County when in-person services cannot be rendered).

Contractor will offer two modalities of therapy: Brief Strategic Family Therapy (BSFT) and Trauma Focused Cognitive Behavioral Therapy (TF-CBT).

BSFT- a family therapy model specifically designed for youth of color and their families. This approach is focused on building on family strengths, recognizing disruptive patterns, interpersonal skill building and family problem solving. It reduces maladaptive youth behavior and improves family functioning and parenting skills.

TF-CBT- an evidence-based practice that utilizes self-regulation and coping skill development, trauma narrative sharing and parent and caregiver support skill development to reduce trauma symptoms in children and adolescents. TF-CBT is appropriate if youth are displaying clinically significant (determined through assessment) trauma symptoms or life disruptions.

Following an assessment period, and depending on family involvement, one or both practices may be utilized with clients. Both therapy models are most effective when there is parental involvement. TF-CBT is contraindicated for youth without clinically significant trauma symptoms and for situations in which the parent was the perpetrator of abuse. In the latter case, only individual TF-CBT would be provided without parental collateral work. Contractor will complete the Child and Adolescent Trauma Screen during the assessment period for both the youth and parent (if involved) and use it to assess the severity of trauma symptoms. Both modalities can be delivered in 12 to 16 sessions. As needed, services will continue for up to an additional 8 sessions.

Services will be delivered by program facilitators who are clinically licensed professionals, supervised interns, or paraprofessionals with group facilitation experience.

Program Delivery Expectations:

Contractor will deliver individual and family counseling to youth referred by Probation and their families. Treatment services are designed to provide the necessary education, support, and skills to assist families in reducing symptoms of traumatic stress, family conflict, exposure to violence, and youth delinquency.

Treatment may include individual or family counseling or both based on needs identified

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in the assessment and the Contractor intake process and collaboration with the referring probation officer. Treatment commonly includes up to two trauma counseling sessions per week for each client. One session will be an individual trauma counseling session (using TF-CBT) and the other session will be a family trauma counseling session (using BSFT). Sessions will be provided for an average of eight weeks.

Intake Process:

During the intake meeting, Contractor will provide clients and their families with a release of information form, to share information with the referring party at County. The counselor will initiate a phone or in-person meeting with the referring party to understand concerns and the goals the client has established with County.

A weekly meeting time will be identified during which the clinician will meet individually with the client at one of the mutually agreed upon locations, describe herein. County will provide a private, safe space to facilitate these meetings. If there is a concern about the client's ability to be safe during meetings, a second clinician will participate in sessions.

During the first meeting, Contractor will have clients complete a pre-treatment survey, family functioning assessment, and drug and alcohol questionnaire. A thorough interview and assessment will be completed by the clinician.

Contractor will use TF-CBT to assist clients in managing trauma responses functioning within the current environment and preparing for success upon release. Contractor will include parents in monthly sessions when possible. Contractor will complete a treatment plan by the sixth session and request that clients sign the plan along with the clinician.

Contractor's counselor will work with the client and client's family to develop a written treatment plan that highlights between two and four goals for treatment, with consideration of goals from the client plan. Goals will be written using the SMART structure: Specific, Measurable, Achievable, Relevant, and Time-Bound.

The final visit with the youth will include a post-treatment survey and transition plan including resources and referrals. Contractor will provide a final report on progress and needs to the referring probation officer before case closure.

Engaging Clients:

Contractor will develop a plan for engaging clients, which will include:

- A culturally sensitive, client-centered, asset-based, empathic approach to treatment to build rapport and engage youth clients and their families.
- Motivational Interviewing techniques to fully engage clients and to address
 resistance to change, including building awareness around discrepancies between
 goals and behaviors, supporting self-efficacy, and using "change talk."
 Counselors will identify the client's present stage of change capacity and will use
 interventions and consultation to address any challenges.

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Contractor will provide services in both English and Spanish as appropriate to clients and their families.

Collaboration with Probation:

As requested by County, Contractor counselors will meet with County monthly to ensure close collaboration. Contractor will use this monthly meeting model to ensure program goals are achieved and to support County in work with clients. Monthly meetings will assist staff at both agencies in providing coordinated supervision and therapeutic services to participating youth.

Monitoring Program Quality and Reporting Outcomes to Probation:

Contractor will ask clients and their families to participate in Results Based Accountability (RBA) to track their experience and assessment of change as described in Exhibit C.

Contractor's counselors will gather behavioral data every 60 days to demonstrate positive or negative developments in the achievement of treatment plan goals. These data will be collected via behavior tracking forms and interviews with staff, participants, and family members. Contractor will provide this information to County.

Referral Assignment and Communications:

County will provide referral contact information to the Contractor. Contractor will contact the family of referred clients and report the status of contacts within ten (10) business days of County's referral. Contractor will contact County to advise when the first session is scheduled to begin, and County will provide Contractor with any pertinent information regarding the current disposition of the client in anticipation of the services commencing. Contractor will notify County the day following a missed, regularly scheduled appointment/class/meeting. As the client nears completion of the program, Contractor will share its evaluation and information regarding the success of the client in the program and any further information Contractor believes would be beneficial. If Contractor recommends additional services beyond the typical 12 to 16 sessions to deliver the modalities, Contractor will submit an "Extension/Suspension of Services Form" to the referring probation officer for approval.

In addition, Contractor will provide formal updates on client progress to the referring party at County every 30 days in alternating formats of verbal and written reports (i.e., a verbal report will be provided after the first 30 days and a written report after the first 60 days, etc.) Further communication will be initiated as necessary by Contractor or County as deemed necessary. All emails that include client information will be encrypted.

Location and Schedule of Services:

Services will be delivered at the following locations as well as others agreed upon by the County and Contractor.

Juvenile Justice Center
 7425 Rancho Los Guilicos Road

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Santa Rosa, CA 95409

- Client homes / Community
- Telehealth and virtual services when necessary

Meetings will be scheduled during hours and locations convenient to referred youth and families.

Enrollment and Program Completion:

For optimal success, the program design requires clients to fully attend and participate in all individual sessions. Program participation is deemed "Complete" when the following are met:

• Counseling sessions – 16 average hours, with a minimum of 12 sessions completed with final success based on meeting treatment goals as defined in the client plan.

Contractor will note clients who do not complete the required program attendance as "Did Not Complete."

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EXHIBIT B Fee Schedule

<u>Budget and Invoices:</u> Contractor will charge actual costs for program expenses based on the budget below. There is no guaranteed minimum amount of referrals or reimbursement. Invoiced costs will not be held to the line item totals but will not exceed the total contract not-to-exceed limit.

The below budget encompasses all program delivery costs including staff salaries for intake, assessments, groups, fidelity measures, outcome reporting, case management, and quality assurance plan meetings.

Contractor will submit invoices on a timely basis, due monthly per Section 2.2 above and include client tracking data.

<u>Documentation of Direct Service Hours</u>: Contractor will provide invoice details, including names of participants and staff and dates and locations of service for all services performed.

Rate Adjustments for Professional Services Agreements

- 1. County will pay Contractor based on the rates set forth in the Program Budget below. Following the first year of this Agreement, Contractor may request a rate increase if the annual rate of change of the Consumer Price Index for the San Francisco Metropolitan Statistical Area exceeds the rate changes in the Program Budget below. Approval of such request requires written confirmation from County. If approved, County will adjust rates per Section 2 below.
- 2. For services provided after the first year of this Agreement, County will change the rates set forth in this fee schedule by the lesser of actual cost or the annual rate of change of the Consumer Price Index for the San Francisco Metropolitan Statistical Area, as indicated in the "Fiscal Year Averages" table, using the latest observed (not forecasted) consumer price data available as of the first day of the following year. This information appears in the State of California Department of Finance website (https://dof.ca.gov/forecasting/economics/economic-indicators/inflation/). If this data source is not available, County will use comparable data, such as from the United States Department of Labor. Annually, County and Contractor will agree to rates in writing at least 30 days before taking effect.

If the Index decreases from one year to the next; County will not reduce Contractor's rates. However, upon subsequent increases, rates will increase only to the extent that they exceed the Index value before the decrease. Example:

	Year 1	Year 2	Year 3	Year 4	Year 5
Consumer Price Index	100	103	98	102	104
Contractor Rate	\$50.00	\$51.50	\$51.50	\$51.50	\$52.00

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In this example, the Year 2 rate increases by 3%, proportional to the Index. In Year 3, the Index decreases but Contractor rate does not. In Year 4, the Index is still below the Year 2 value; therefore, the rate does not increase. In Year 5, the Index increases again, and the rate increases by approximately 1%, proportional to the change from Year 2 to Year 5.

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Exhibit B – Fee Schedule continued: Budget Detail

Program Budget	Year	1 (@ 75%)		Year 2			Year 3		
Term:	10/1/24 - 6/30/25			7/1/2	25 - 6/3	30/26	7/1/2	6 - 6/3	30/27
S&B costs by position			Prgm Sudget			Prgm Budget	FTE	Prgm Budget	
Regional Executive Director	0.01	\$	1,255	0.02	\$	3,447	0.02	\$	3,550
Program Director	0.02	\$	2,415	0.05	\$	6,633	0.05	\$	6,832
Clinical Supervisor	0.09	\$	10,536	0.25	\$	28,938	0.25	\$	29,807
Clinician	0.75	\$	63,885	2.00	\$	175,471	2.00	\$	180,735
Senior Administrative Assistant	0.00	\$	226	0.01	\$	621	0.01	\$	640
Program Assistant	0.01	\$	406	0.02	\$	1,114	0.02	\$	1,147
Health Information Specialist	0.02	\$	1,500	0.05	\$	4,120	0.05	\$	4,244
Quality Assurance Manager	0.01	\$	750	0.02	\$	2,060	0.02	\$	2,122
Program Analyst	0.00	\$	374	0.01	\$	1,027	0.01	\$	1,058
Facilities		\$	729		\$	2,002		\$	2,062
Total S&B Costs		\$	82,076		\$	225,435		\$	232,198
Benefits Rate		\$	21,340		\$	58,613		\$	60,371
Total Personnel Costs	0.91	\$	103,415	2.43	\$	284,047	2.43	\$	292,569
Operations	Yr 1	to 6/3	0/25		Yr 2			Yr 3	
Other Contract Services		\$	225		\$	618		\$	637
Program Supplies & Subscriptions		\$	273		\$	751		\$	773
Telephone		\$	820		\$	2,253		\$	2,320
Staff Training & Professional Dev		\$	1,125		\$	3,090		\$	3,183
Travel & Mileage Reimbursement		\$	1,800		\$	4,944		\$	5,092
Staff Recruitment		\$	137		\$	376		\$	387
Facility Expense		\$	2,025		\$	5,562		\$	5,729
Utilities		\$	540		\$	1,483		\$	1,528
Building Maintenance and Supplies		\$	450		\$	1,236		\$	1,273
Expendable Equipment		\$	547		\$	1,502		\$	1,547
Equipment Expense		\$	68		\$	185		\$	191
Vehicle Expense		\$	263		\$	721		\$	743
Treatment Supplies		\$	1,538		\$	4,223		\$	4,350
Total Operations		\$	9,810		\$	26,944		\$	27,752
Total Costs		\$	113,225		\$	310,991		\$	320,321
ICR @ 16%		\$	18,116		\$	49,759		\$	51,251
Grand Total Program Budget		\$	131,341		\$	360,750		\$	371,572

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EXHIBIT C

QUALITY ASSURANCE AND OUTCOMES

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

- 1. The population-level result to which the program contributes;
- 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 Turn the Curve meetings with the Probation Department to review performance data, interpret its meaning and plan action in response.

The RBA Plan will be signed by the Contractor and the Probation Department and attached to this agreement as an addendum. The RBA Plan may be modified at any time as agreed in writing by both parties.

Contractor shall collect data on the performance measures detailed in the RBA Plan and shall report these data based on the timeline determined in the RBA Plan. Contractor shall disaggregate the performance measures by race/ethnicity, gender identity, geographic area and other demographics as agreed in the RBA Plan. Contractor shall participate in Turn the Curve monitoring as agreed in the RBA Plan.

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Addendum 1: Results-Based Accountability Plan

The Results-Based Accountability (RBA) Plan may be periodically amended, as evidenced in writing and signed by all Parties. A written, signed RBA Plan, outlining specific performance measures, will constitute an addendum to this Scope of Work.

1. Program Information	1:				
Organization:	Pro	gram Name:			
1.1. Location	and region where services are to be provided (location of where c	lient served lives):		
North county	: South county: East county: Wes	st county: Cent	tral county:		
1.2 Language	e services will be provided in: English: Span	ish: Other:			
2. Result Area:					
Result (population acc	ountability)				
What population result	does your program contribute to? The County	has identified a list	of results and popul	lation indicators for ed	ach Department. The
following result is ident	tified for the Probation Department:				
2.1 Result: All	youth, adults and families in Sonoma Coun	ty live crime-free,	healthy and prosp	perous lives in safe o	ommunities.
2 Deference Manage	res for Program Year 1 and ongoing				
List proposed	Program Performance Measures	Performance	Data Collection	Data Reporting	Turn the Curve
activities that you plan to monitor with performance		Measure Target	Method	Cycle	Frequency – (data review and action plan)
measures					
	How much did we do? (# of participants served, # of activities) •				•
	How well did we do it? (Participant satisfaction, retention rates, cost)			•	•
	Is anyone better off? (#/% skill or knowledge, #/% attitude or opinion, #/% behavior, #/% circumstance/condition)		•	•	•
at any time as agreed to participate in Turn the C	ents: ocument and report on performance measures in writing by both parties. Contractor shall rep urve monitoring as defined in this RBA Plan. Co eographic area for reporting when possible.	ort these data base	d on the timeline de gregate the perform	termined in this RBA F	Plan, and

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Date

Date

Exhibit D

Juvenile Probation Fingerprinting Procedure for Community Based Organizations

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. Community Based Organization (CBO) 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 CBO 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 faxed to 565-2503.
- 3. CBO staff-member will contact the Probation HR, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
- 4. CBO 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 CBO contact of background results.

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Agreement to Background Check

I,, understand that I h Constitution of the State of California. I furthe considered for assignment to work with/provide Probation Department (Probation), it is necessar by Probation. I hereby consent and permit Probation me. In addition, I hereby release and discharg claims, liability, or damages that may result there	er understand that in order for me to be services to clients of the Sonoma County y that a background check be run on me tion to conduct such a background check ge Probation from and against any and all
I understand that if I am assigned to perform winto contact with confidential and privileged docurse of being employed, I may hear privilege that I will keep these conversations and docume disclose them to any person or entity unless required.	cuments. I further understand that in the ed or confidential conversations. I agree ents private and confidential and will not
Applicant Signature:	Date:
Witness Signature:	Date:
(Witness Signature must be completed before	this form is sent to Probation HR)

(Witness Signature must be completed before this form is sent to Probation HR)

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EXHIBIT E

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.

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.

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 \$25,000 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

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- 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. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

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.

Professional Liability/Errors and Omissions Insurance

- **a.** Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- **b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 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.

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.

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Documentation

- **a.** The Certificate of Insurance must include the following reference: Sonoma County Probation Department JJCPA.
- **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:

County of Sonoma, its Officers, Agents and Employees

Juvenile Probation - Department B

7425 Los Guilicos Road

Santa Rosa, CA 95409

SCPD-Juvenile-Invoices@sonoma-county.org

- **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.

Policy Obligations

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

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.

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Exhibit F Monthly Invoice

CBO Program		
Monthly Invoice	Invoice Number	
	Billing Month and	Year
	Date Received	
\$###.##	##	\$#,###.##
\$###.##	##	\$#,###.##
\$###.##	##	\$#,###.##
\$###.##	##	\$#,###.##
Subtotal	Program Billing	\$#,###.##
		\$#,###.##
Attach respective Client Sign-In Sheets Forms, and Extension/ Suspension of S for payment.		
	Submitted by	
	Date	

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EXHIBIT G Client Sign-In Sheet/Group Sign-In Sheet,

Individual	or	Family	Services
Inuividuai	VI.	Laminy	Del vices

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

Client Sign-In Sheet		
CBO PROGRAM		
Billing Month and Year		

Date	Time In	Time Out	Client Name	Client Signature	Staff Name	Staff Signature
				_		

Group or Group Parenting Services

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

Group Sign-In Sne	et			
CBO PROGRAM				
Billing Month and Y	Year			
Date of Group	Start Time	End Time	Hours	
		I	I	
Participants				
Name (print)		Signature		
1.		_		
2.				
3.				
4.				
3. 4. 5. 6.				
6.				
7. 8.				
8.				
9.				
10.				
11.				
12.				
Staff				
Name (print)		Signature		

Client Tracking Sheet

A		В	С	D	E	F	G	Н	I	J	K	L	М	N	0	P	Q	R
	PRO	GRAM - CB	10						Success									
				Date	Date	Date	Date	Date	Unsuccess	Date								
Probatio	n File# L	ast 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

Extension/ Suspension of Services Form

Extension / Suspension of Services Form

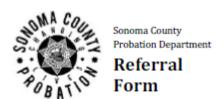
This form must be submitted with each incidence of an Extension of services or a Suspension of services provided to youth under the existing contract.

PFN:	Name:	
Request	st Date:	
Additio	onal Staff Hours Required if applicable:	
Service	Provider:	
Progran	m Name:	
Signatu	are of Probation Officer:	
☐ Exte	ension of Services Requested	Suspension of Services Requested
Dates A	Affected by this Request:	
Explana	ation of Request:	
Exampl •	For an extension of services, is the client in need of scope due to a pending event that the service provide	d, or otherwise unable to participate in the program for a

If approved, Signature of Authorized Probation Administration personnel

EXHIBIT H

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				
Probation							Caseloa				
Officer Phone					\neg	Number					
						_					
Minor's Name		P				FN		K#			
Address											
Phone/Type	Phone/Type Phone/Type										
Sex		Race	1 nonertype		DOB		1 Holler	Age			
School		11000			202		Grade L		Т		
0011001							Orace E				
Parent						_	Phone				
Parent							Phone				
Sustained Offenses											
Ollelises											
Probation Notes											
Probation Notes											
ENTRY INFORMATION	IS DUE TO	PROBATION	DEPARTMENT W	ITHIN	14 DAYS OF DATE	BELO	W.				
Processed By		Phone Number				Date					
The following section	is to be ∞	mpleted by	Provider, Selec	t an c	utcome on the lef	ft and	enter the	date of act	tion.		
■ Entered		Entry/Refus	al Date	If	CBO Declined:						
☐ Juvenile Refused		Assessment Be			sessment Begin Date	Date:					
CBO Declined		Assessment End Date:									
Retracted by Pr	obation			\perp							
Print Name	Name of	f person completing the form				Pho	hone				
Signature	re of person completing the form				Dat	e		ate th	e form is ted.		

EXIT FORM



7425 Rancho Los Guilicos Road Juvenile Division: Department B Santa Rosa, CA 95409 MAIN 707-565-6221 FAX 707-565-6329

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 Violati of Probation since Entry	on(s)		Numbe since l	er of Detent Entry	ion(s)		
Processed By			Phone Number			Date				
Exit Date *	Enterth	a data tha	aliant has complet	ad the con	vice and m	aka a s	alaatiaa hali			
Result		e date the client has completed the service and momplete Did Not Complete					T _P			
		ombiete		Did Not Complete				lobation Removed		
Result										
Outcomes Narrat			any description of th		participatio	on level,	attitude, etc) .		
Outcomes Narrat	ive	Enter a	any description of th	e client's			attitude, etc	2.		
Outcomes Narrat	ive O PROBATK	Enter a		e client's			attitude, etc	2.		
Outcomes Narrat	ive O PROBATK	Enter a	MENT WITHIN 14 DAYS	e client's OF PROGRA		E.	attitude, etc			