

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement"), dated as of July 01, 2026 ("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 dba Seneca Center (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing and facilities to provide services to targeted populations within the juvenile justice system; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for intensive case management services designed to link juvenile justice involved youth to mental health, educational, and community services to promote healthy and positive interactions within the family, school, and community.

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. 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. 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 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.
- c. 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.
- d. 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 Access to Probation Department Facilities. Contractor may be permitted access to Probation Department 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 Probation Department policies and procedures, and

any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

1.6 Client Documentation. Contractor shall follow the client participation management process outlined in Exhibit F: Client Participation Management and the performance outcome requirements outlined in Exhibit E: Performance Measures and Outcomes.

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

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$918,488 (Nine Hundred Eighteen Thousand Four Hundred and Eighty-Eight Dollars) for the term beginning July 01, 2026 through June 30, 2027. Any increase above these amounts requires prior written approval of County. 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. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter 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.

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. Monthly Billing Statements. The Contractor shall submit Monthly Invoices within thirty (30) business days after the end of the month in which the services were rendered. Each invoice shall be supported by Monthly Client Logs and Timesheets, as relevant: (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. 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 July 01, 2026, to June 30, 2027, unless terminated earlier in accordance with the provisions of Article 4 below.
4. Termination.
 - 4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days' written notice to Contractor.
 - 4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may

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

- 4.3. 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. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of 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. Artificial Intelligence Policy. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all requirements set forth in the County's Administrative Policy 9-6: Information Technology Artificial Intelligence (AI) Policy. Additionally, Contractor agrees to comply with all state and federal laws regarding the use of AI technology. No County confidential, restricted, personal, proprietary, or protected data of any kind, including data that is not owned by the County, may be shared (copied, typed, interfaced, etc.) with these platforms. AI technology shall not be used to create work product under this agreement that requires a professional license or certificate, and AI technology shall not be used as a replacement for any review and certification by any other licensed professionals. County pre-approval must be obtained for use of AI for services performed under this Agreement and County reserves all rights with regard to reviewing any proposed AI use, including but not limited to comprehensive reviews of the AI technologies' security, privacy, ethical use, and legal compliance prior to approval, in County's sole discretion.

11. Representations of Contractor.

11.1 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.

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 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.

11.4 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.

11.5 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 five 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.

11.6 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.

11.7 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.

- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 Ownership and Disclosure of Work Product All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor, Contractor's subcontractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents will be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

12. 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.

13. 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.

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 email. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY

Attn: Probation Administration
Sonoma County Probation Department
7425 Rancho Los Guilicos Rd., Dept. B
Santa Rosa, CA 95409
SCPD-Juvenile-Invoices@sonomacounty.gov
(707) 565-6200

TO: CONTRACTOR

Seneca Family of Agencies
8945 Golf Links Rd.
Oakland, CA 94605
Leticia_Galyean@senecacenter.org
(510) 654-4044

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.

15. Miscellaneous Provisions.

15.1 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.

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 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

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

15.10 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 ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONTRACTOR: Seneca Family if Agencies

By: *Leticia Gaylean*
Leticia Gaylean (Jul 1, 2026 11:47:42 PDT)

Name: Leticia Gaylean

Title: Chief Executive Officer

Date: Jul 1, 2026

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.

Exhibit	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 1.6.)	Describes Contractor's performance measures and outcome requirements.	Yes
F	Client Participation Management Forms (Section 1.6.)	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

Intensive Case Management Services

Overview: Contractor's Intensive Case Management (ICM) program will provide linkage and stabilization services to youth and their families when youth are stepping down from residential care, the Juvenile Justice Center (JJC) or experiencing difficulties in at least two life domains. The ICM program is designed to link youth to mental health, educational, and community services to reduce symptomatology and increase functionality in the community setting. The ICM Program will deliver case management services utilizing the principles of the Wraparound model to serve approximately 38-40 youth per year with each case lasting approximately 3-6 months. The ICM Program will also work to promote healthy and positive interactions within the family, school, and community context through the provision of parent education, behavioral coaching, and the development and strengthening of the Child and Family Team (CFT).

Objectives:

- Stabilize youth on probation who are experiencing difficulties in at least two life domains or are transitioning back to the community from residential care.
- Provide linkage and support engagement with community or mental health resources, in order to address identified needs.
- Develop and/or strengthen a team of natural supports to increase sustainability of youth in community setting.

Strategies and Approach:

The ICM team will deliver highly individualized and adaptive case management services tailored to the unique needs of each youth and family. Services will be provided by all members of the treatment team and include coordination of services as well as linkage to community resources and providers that meet identified youth and family needs. Contractor staff will assess youths' needs, strengths, risks, and protective factors to identify areas in need of intervention and linkage to outside support, as well as areas of strength to continue to emphasize and build upon. Case management will focus on linking youth to resources and activities that can strengthen feelings of belonging and positive sense of self; services will build upon a young person's interests and strengths to build protective factors and encourage hope for the future while simultaneously reducing the

risk of future juvenile justice involvement. The family partner is a person with lived experience of system-involvement and will provide a critical support to caregivers in this process by listening to concerns, empowering caregivers to ensure their voice is heard, and helping families navigate community resources. Over the course of treatment, the youth and caregiver will be encouraged to take on increasing responsibility in identifying and connecting to resources to ensure skills are transferred to the family and maintained over the long term.

Activities and Timelines Phase One: Engagement

Once a youth and family are referred by County to the ICM Program, Contractor will assign a team within 24 hours. Contractor will help families navigate potential fears, concerns, or ambivalence around service engagement. As necessary, Contractor will accommodate families with small and flexible interactions to help staff build rapport with families in a low stakes environment that helps to alleviate some anxiety about engaging in services.

Additionally, Contractor's family partner will offer support to parents, utilizing their experience of having cared for a system-involved child to connect with the caregiver and provide understanding and validation.

Once the team is assigned the following will occur:

- Within 48 hours of referral - a Facilitator will notify the youth's Probation Officer (PO) and other designated Probation contact of receipt of referral, and will contact the family to schedule an in-person intake meeting.
- If there is a waitlist for services, the Supervisor or Facilitator will notify the youth's PO and other designated Probation contact about this and discuss timeline for enrollment.
- At Intake, the Facilitator will also complete a risk screening tool and develop a youth and family safety plan as needed. The team will also provide the family with Contractor's 24/7 Support Line contact to support immediate stabilization.

Phase Two: Initial Plan Development

During the first 30 days of enrollment, the Facilitator will gather information through engagement with the youth and family as well as natural and professional supports. The Facilitator will utilize the *Child and Adolescent Needs and Strengths* tool with all enrolled youth to guide the planning for service provision and linkage. Additionally, the following screening tools will be utilized for youth as deemed necessary by the treatment team and to further identify areas of significant need:

- The Suicide Risk Screening Tool – Ask Suicide-Screening Questions [asQ] to screen for significant suicide risk, and implement suicide assessment to mitigate risk as needed;

- The West Coast Children's Clinic Commercial Sexual Exploitation Identification Tool (CSE-IT) to identify youth who are at risk of Commercial Sexual Exploitation of Children (CSEC) involvement. Contractor will immediately notify the youth's PO of CSEC concerns; and
- Any additional screening and assessment tools as identified in partnership with the County and evaluators to identify needs and assess treatment progress and outcomes.

Contractor will create a CFT Care Plan within the first 30 days of services and include targeted goals developed in collaboration with the child and family team (CFT) to address the needs and strengths of each youth. Treatment goals are driven by youth and families and provide a framework for realistic, attainable progress. The Care Plan will describe interventions and services to be implemented as well as the roles and responsibilities of the provider, youth, and family. Care Plan will be reviewed and updated upon any significant changes in treatment or service needs every 30-45 days, after Child and Family Team Meetings (CFTM).

Phase Three: Action Phase

Contractor will utilize the following array of services for the implementation of ICM program services:

1. **Child and Family Team (CFT) Meetings:** Case management service provision will be driven by monthly CFT meetings that include the youth, family, Contractor team, other professionals involved in the family's life, and natural supports such as friends, godparents, coaches, and youth's PO. During each CFT meeting, the Contractor will highlight and utilize the strengths of the youth, family, and community when identifying interventions to address the young person's needs, and to help make steady progress toward achieving the family's goals.

Contractor will create a CFT Care Plan or update an existing plan during each CFT meeting in support of the goals identified in the CFT Care Plan and will disseminate to the team after each meeting. The ICM team will utilize family finding and engagement strategies to help the youth and family expand and enhance their support networks as well as encourage sustainability. CFT meetings will also be used to generate safety plans for youth as concerns arise. CFT meetings will be scheduled with increased frequency as needed.

2. **Case Management and Resource Linkage:** Once a need has been identified, the treatment team will explore options for linkage. The case management and

linkage process will be collaborative and transparent, involve the family in all steps and encourage them to actively express their perceived needs, and to eventually lead the process. The ICM Team will support family involvement by providing coaching to build a caregiver's skills for exploring local resources, providing resource lists for the caregiver to explore, and/or jointly calling a resource line. When identifying linkages, the team will start with the youth or family's individual interests, strengths, family heritage, and spiritual beliefs to explore available resources, such as activities, groups, or teams. The team will collaboratively address any service access barriers with families; this could include providing transportation, attending a first meeting or activity to offer support, engaging in role play to practice communication or coping skills, and problem-solving barriers, and monitor effectiveness of the resource. If appropriate, an identified service provider (e.g. a youth's individual therapist) will be invited to join the CFT as a support for the youth and family and to enhance coordination of care.

3. **Individual Services for Youth:** Contractor staff will help each youth identify and strengthen protective factors through exploring and building upon their unique skills, interests, and cultural values. Individual services will be provided by all members of the treatment team, are tailored to the needs and strengths of each youth, and will include the following components as necessary:
 - Behavioral Skill building, advocacy, and coaching.
 - Evidence-based programs such as Motivational Interviewing techniques to help each youth explore their own perception of their current situation and collaboratively address ambivalence, they may feel around making changes, with the goal of helping youth to resolve ambivalent feelings over time and develop internal motivation for change;
 - Safety planning with a focus on harm reduction; and
 - Linkage of youth and families to individual, group, and family therapy providers outside of ICM, including within Sonoma County's Behavioral Health services system of care, to ensure therapeutic relationships can be meaningfully sustained and therapeutic interventions are available for the length of time needed by each individual client and family.
4. **Collateral Support for Caregivers:** Collateral support will be provided to caregivers by the assigned Contractor team, and can include: parent coaching, psychoeducation, advocacy, developing respite and self-care plans, and role playing to improve caregivers' abilities to address their child's needs.
5. **Family-System Support:** Through engagement and coaching, all members of the treatment team will support youth, caregivers, and other family members to

improve communication and strengthen relationships to support the functioning of the family system as well as identify a family's "preferred household" and/or "preferred family relationships". These ideas help to develop a clear, collaborative vision for treatment and integrate any specific family and cultural values or beliefs.

Phase Four: Transition

The ICM Team will begin discussing transition with youth and families at intake to maintain consistent focus on youth and family goals, and to thoughtfully prepare them for sustained success outside of the ICM service length. Transition phase is not only about ending services but also about establishing ongoing stability in the youth and family's life through connection to natural supports and constancy of resources, as well as taking time to communally celebrate the youth's progress and successes.

Once a youth is consistently meeting their goals, has expanded their network of support, and expresses readiness, the ICM team will decrease the frequency of sessions and begin to solidify the youth and family's sustainability plan. This plan will enable access to the resources they need to maintain long-term stability and safety and will be provided to the youth, family, and PO before discharge. Throughout the transition process, the ICM team will share information and progress with the youth's PO and collaboratively determine program completion.

Outcomes:

- ❑ Youth will stabilize and experience increased functioning across at least two life domains.
- ❑ The family and youth will be successfully connected to services and resources in the community.
- ❑ Family interactions will reflect development of improved communication, problem solving, and conflict resolution skills.
- ❑ Youth will successfully transition from a residential setting to a family setting.

Evaluation:

- ❑ Contractor will maintain records to track the frequency and duration of meetings to document service delivery and program effectiveness.
- ❑ ICM Facilitators will track the number of positive connections on the CFT Care Plan.
- ❑ Progress will be monitored through session notes.
- ❑ The discharge summary will reflect all/some/none of treatment goals met.

Staffing and Resources:

- ❑ Facilitation and clinical services will be provided by a master's level or

equivalent experienced staff or a [California Board of Behavioral Sciences](#) (BBS) eligible staff.

- Behavioral coaching provided to the youth will be delivered by a BA level or equivalent staff Support Counselor.
- To ensure individualized, strength-based, and culturally responsive services the Facilitators and Counselors will have completed specialized training in best practices for effectively serving this population, including cultural competency training.
- At all times, if possible, services will be provided in the language preferred by the client and family. Translation services will be available if necessary.
- The number of staff needed on each case will be determined by need, and in close collaboration with Sonoma Juvenile Probation.

Community Crisis Response:

Overview: During a time of community crisis, Contractor will make reasonable efforts to deliver services remotely via phone and/or videoconferencing. Service delivery will continue as described above, but with a focus on potential impacts of the community crisis. This may include on-going risk assessment and safety planning, youth and family support, case management services and linkage to additional resources for any needs that arise because of community crisis. The ICM team will offer these services through various means of communication such as phone or other virtual platforms (i.e. Zoom, Skype, Microsoft Teams) and will work with youth and their families to discuss what modes of connection are most appropriate.

Activities and Timelines:

Communication:

Within 48 hours of being informed of the need for remote services, Contractor will reach out to County to communicate updates to mode of service delivery, initial outreach plan for youth and families, and to collaboratively develop plans to meet any identified needs.

- Within 48 hours of being informed of the need for remote services, the ICM team will reach out to the youth and families on their current caseload to assess for safety and any immediate needs (i.e. food, shelter, physical health, transportation, access to phone and/or other family members).
- The ICM team will continue to provide regular updates and/or contact to County, and any other appropriate provider contacts to continue assessment of needs for the duration of the implementation of remote services.
- Contractor will work with individual POs and other providers to determine the frequency and method of client updates.

Service Activity:

- ICM staff will establish consistent meetings or sessions with youth and family at a frequency that matches any identified needs; this could be daily as needed. Sessions could include, but are not limited to:
 - Support to caregivers in identifying barriers to engagement or accessing resources and engaging in collaborative problem solving with caregivers around these barriers.
 - Support with restructuring home routine to meet new childcare or family needs.
 - Conduct risk screenings and safety planning around any higher-level needs.
 - Support to youth in practicing any regulation or coping skills via phone or video conferencing to mitigate risks.
- The ICM team will continue to facilitate monthly team meetings and may move to increasing frequency depending on the needs of the youth and family.
- Supervisor(s) will also continue to offer any ideas and/or pertinent updates to address barriers to engagement or youth and family access to the appropriate technology.

Documentation:

- The ICM Team will continue completing required documentation and follow timelines for this documentation to continue tracking service delivery frequency and types.
- Supervisors will develop and implement a method of tracking frequency of service delivery and type of service for youth enrolled in ICM.

Staffing and Resources:

- The ICM team will continue to support the youth and families on their caseloads and will be flexible in diverting their time should needs be higher for other ICM enrolled youth.
- The ICM team may support families with picking up supplies from schools, grocery stores, over the counter medication and/or any other needed materials by completing porch drop offs, if deemed safe, or utilizing a delivery service.

Outcomes:

- Youth and families will continue to be connected to community resources to address barriers to services or mitigate any identified needs.
- Youth and families will continue to maintain stability within a home setting and maintain progress made before the community crisis occurred.

Exhibit B – Budget

Seneca ICM Budget for FY2627		FTE	Total
Personnel			
Executive Leadership		0.10	17,844
Director		0.25	32,466
Clinical Supervisor		0.15	20,240
Program Supervisor (Bilingual)		0.50	51,226
Family/Peer Partner (Bilingual)		0.50	36,566
Clinician (Bilingual)		1.00	118,844
Facilitator (Bilingual)		1.00	90,258
Support Counselor		2.00	142,558
Clerical Staff		0.15	10,627
Quality Assurance Staff		0.20	18,017
Finance Staff		0.15	13,616
Administrator On-Call			1,500
Facilities Manager			3,000
Total		5.99	\$556,762
	Benefits @ 27%		150,326
Total Personnel			\$707,088
Operations			
Other Contract Services (e.g. Translation, Note Approvers, Nursing)			2,500
Program/Office Supplies			6,469
Telephone			5,391
Postage			600
Clinician Training Stipend			859
Conference & Training (e.g. Motivational Interviewing Training)			14,245
Subscriptions and Dues			4,313
Mileage Reimbursement			20,979
Staff Recruitment			3,235
General Insurance			500
Facility Lease			8,400
Building Maintenance and Supplies			3,000
Equipment Expense			3,600
Government Taxes			500
Vehicle Expense			1,323
Treatment Supplies			5,400
Total Operations			\$81,313
Total Direct Expenses			\$788,402
Indirect Costs @ 16.5%			130,086
Total Expense			\$918,488

EXHIBIT C
COUNTY OF SONOMA CONTRACT INSURANCE REQUIREMENTS
TEMPLATE #5

With respect to the performance of work under this Agreement, the Contractor shall maintain, and shall require all subcontractors, Contractors, and 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 termination or completion of this Agreement.

The County of Sonoma reserves the right, but has no obligation, to review any of the required insurance policies and endorsements. The County's failure to demand evidence of full compliance with these requirements, or failure to identify any deficiency in the provided insurance, shall not relieve the Contractor from, nor be construed as a waiver of, the obligation to maintain all 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. Waiver of Subrogation (when applicable) Where the Contractor's scope of work involves on-site, field-based, or other physical presence activities at County facilities or properties, the Contractor's Workers' Compensation policy shall be endorsed to waive the insurer's right of subrogation against the County of Sonoma, its officers, agents, and employees.
- e. *Required Evidence of Insurance:*
 - ☐ Certificate of Insurance evidencing coverage meeting the above requirements.

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 written on an occurrence form, no less broad than ISO form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.
- 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 satisfied by providing 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, that deductible or self-insured retention 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. Sonoma County Probation Department shall be included as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the County.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - ☐ Certificate of Insurance evidencing coverage meeting the above requirements.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be satisfied by providing 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; or
 - ☐ Copy of Auto Policy Declarations Page

Professional Liability/Errors and Omissions Insurance

Minimum Limit: \$1,000,000 per claim or per occurrence. Coverage shall apply to liability arising out of the Contractor's professional acts, errors, or omissions in the performance of services under this Agreement

Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, that deductible or self-insured retention must be approved in advance by County.

If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

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.

Required Evidence of Insurance:

- ☐ Certificate of Insurance specifying the limits and the claims-made retroactive date.

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.

Documentation

- a. The Certificate of Insurance must include a reference sufficient to identify the Contractor's insurance coverage applicable to its work for the County (e.g., Contract number, project name, or program).
- 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 PROBATION DEPARTMENT
Attn: Probation Administration
7425 Rancho Los Guilicos Rd., Dept. B
Santa Rosa, CA 95409
Probation-Contract Services@sonomacounty.gov
- d. Required Evidence of Insurance shall be submitted upon renewal, replacement, or extension of any required policy, and in no event later than the effective date of such renewal, replacement, or extension.
- 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, such failure 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@sonomacounty.gov 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@sonomacounty.gov
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	707-565-3056	707-565-2798
Administration	707-565-3056	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 Agreement to Background Check form to ProbationHR@sonomacounty.gov 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 a Results Based Accountability (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 or regular check-ins 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. The RBA Plan may be modified at any time as agreed in writing by both parties.

As agreed upon in the RBA Plan, contractor will:

- Collect and report data on the specified timeline
- Disaggregate the performance measures by race/ethnicity, gender identity, geographic area and other demographics identified
- Participate in meetings at intervals identified

A sample plan template is attached to this Exhibit for reference.

[TEMPLATE]
Results-Based Accountability Plan

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

1. Program Information:

Organization: Ex: Sample CBO

Program Name: Ex: Sample Program

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

- 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)
Ex: Sample Program	<u>How much did we do?</u> Ex: Number of participants served				
	<u>How well did we do it?</u> Ex: Program fidelity checklists showing strong adherence to the program model.				
	<u>Is anyone better off?</u> Ex: Youth Exit Survey				

4. **Reporting Requirements:**

Contractor will apply, document, and report on performance measures and activities detailed in the RBA Plan. These documents may be modified at any time as agreed to in writing by both parties. Data collected by the Contractor, in collaboration with Probation may be used in the annual Service Provider Outcomes Report, as well as other data collection or evaluation processes, required by the Probation Department.

5. **Learning Loop Meeting and Periodic Check-In Requirements:**

Contractor will participate in Learning Loop collaborative program improvement meetings, as applicable, on the frequency agreed in the RBA Plan. Where the RBA Plan does not include Learning Loops, Contractor will participate in periodic check-in meetings with Probation about RBA measures, as needed, up to two times per year.

Contractor

Date

Department Representative

Date

EXHIBIT F

CLIENT PARTICIPATION MANAGEMENT

The Contractor is required to utilize the client participation management process and 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.

Client Participation Forms:

1. **Client Tracking Sheet** – detail of youth served: name, dates (referrals, opened, closed, etc.), and attendance to accompany each invoice.
2. **Client Referral Form** - required for all youth in the program; gives pertinent youth, parent/guardian and Probation data and contact information.
3. **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.
4. **Client Exit Form** - informs Probation on status of youth exiting and success/outcome in the program.

Client Participation Management Process:

The following section describes program enrollment, exit, and communication requirements of Contractor.

Referral to services

- Probation will provide Contractor's designated coordinator(s) via encrypted email with the Referral Form and Positive Achievement Change Tool (PACT) risk-need assessment summary report.
- Contractor will assign the referral to the appropriate staff.
- A staff will contact the 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 first session is scheduled.
- Contractor will provide the completed Referral Form to Probation within five (5) business days of the date services begin.

Completion of Services

- As clients near completion of the program, Contractor or designated coordinator will request an Exit Form from Probation.
- Contractor will provide the completed Exit Form to the County within five (5) days of the last session. The Exit Form includes Contractor's evaluation information regarding the success of clients in the program and any further referral Contractor believes would be beneficial.
- Youth meeting all of the program completion requirements should be exited as "Complete" on the Exit Form. Youth who do not complete the required attendance for the program should be exited as "Not Completed." Youth removed from services by Probation before all required sessions are completed should be exited as "Probation removed."

Missed sessions

- Contractor will notify Probation by the business day following a missed, regularly scheduled meeting.

Client Tracking Forms

- Contractor will submit to Probation a Client Tracking Form on the tenth (10th) business day of every month.

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

SAMPLE



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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☒			
Probation Officer		Caseload Number	
Phone			

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

Parent		Phone	
Parent		Phone	

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

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

ENTRY INFORMATION IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF DATE BELOW.

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

☐ Entered	Entry/Refusal Date	If CBO Declined: Assessment Begin Date: Assessment End Date:
☐ Juvenile Refused		
☐ CBO Declined		
☐ Retracted by Probation		

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	☐ Complete	☐ Did Not Complete	☐ Probation Removed

Outcome Narrative	Enter the date the client has completed the service and make a selection below
-------------------	--

*** EXIT FORM IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF PROGRAM EXIT DATE.**

Print Name	Name of person completing the form	Phone	
------------	------------------------------------	-------	--

Signature	Signature of person completing the form	Date	Date the form is completed
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EXHIBIT G
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 Seneca Family of Agencies, 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 or as required by law.
3. Contractor, 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.

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.gov/administrative-support-and-fiscal-services/human-resources/employee-resources/administrative-policy-manual/9-2-it-use-and-security-policy>). 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.

Seneca ICM 063027 Final

Final Audit Report

2026-07-01

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