

**MODIFICATION NUMBER ONE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
EAST BAY AGENCY FOR CHILDREN**

On August 19, 2024, the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and East Bay Agency for Children (hereinafter “Contractor”) entered into a services agreement, (hereinafter “Agreement”).

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
2. Exhibit B (Payment Terms and Conditions) is hereby deleted and replaced in its entirety with the attached Exhibit B (Payment Terms and Conditions).
3. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$144,100 including \$109,100 for FY 24-25 and \$35,000 for FY 25-26, under the terms and conditions of this Agreement.

4. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from July 1, 2024 to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

5. Section 9.4.1. (Right to Audit, Inspect, and Copy Records) is hereby revised to read as follows:

9.4.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, are authorized agencies with the right to inspect and copy Contractor’s records. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to the Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative of County, state, or federal agency, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

Contractor agrees to comply with all requests for information from the County necessary to fulfill the County's reporting obligations. This includes providing any reports prepared by the Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by the County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

6. If there are any terms and conditions in conflict between the original agreement and this amendment, the language in this amendment shall apply.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2024.

CONTRACTOR:



Josh Leonard, Chief Executive Officer
East Bay Agency for Children

10/30/24
Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Jennifer Solito, Interim Director
Department of Health Services

Dated

Approved as to Substance:



Division Director or Designee

11/1/24
Dated

Approved as to Form:



Sonoma County Counsel

10/21/2024
Dated

Approved as to Substance:



Privacy & Security Officer or Designee

10/28/2024
Dated

Exhibit A. Scope of Work

This Exhibit A (Scope of Work) includes the following, which are herein incorporated by reference:

- Exhibit A.1 Scope of Work – Trauma-Informed Systems (TIS) Implementation (Trauma Transformed (TT)) – Period of Performance: July 1, 2024 through June 30, 2025
- Exhibit A.2 Scope of Work – Trauma-Informed Systems (TIS) (Trauma Informed Leadership Team) – Period of Performance: July 1, 2024 through June 30, 2025
- Exhibit A.3 Scope of Work – Period of Performance: July 1, 2025 through June 30, 2026

Exhibit A.1 Scope of Work – Trauma-Informed Systems (TIS) Implementation (Trauma Transformed (TT)) – Period of Performance: July 1, 2024 through June 30, 2025

I. Program/Project Overview:

<p>Agency/Organization Name: East Bay Agency for Children</p> <p>Program/Project Name: Trauma-Informed Systems (TIS) Implementation (Trauma Transformed (TT))</p>
<p>Geographic Areas Served:</p> <p><input checked="" type="checkbox"/> Central County (Santa Rosa)</p> <p><input checked="" type="checkbox"/> North County</p> <p><input checked="" type="checkbox"/> South County</p> <p><input checked="" type="checkbox"/> East County</p> <p><input checked="" type="checkbox"/> West County</p>

II. Scope of Work:

This scope of work reflects a modified Trauma-Informed Systems (TIS) implementation that acknowledges Sonoma County Behavioral Health has invested and activated significant trauma-informed training, workforce support and coaching.

Sonoma County understands that identified staff within Sonoma County BH will be required to work in conjunction with our Trauma Transformed (TT) team to plan and coordinate scheduling, outreach, and logistics for following training, coaching, and consultation activities.

This project will follow the estimated development schedule featured below and detailed tasks included in the below table:

Activity	Deliverable	Completion Date
<p>Activity 1 Establish and onboard cross-division Trauma-informed leadership team</p>	<p>Trauma-informed leadership team established a minimum of 2 practice, protocol, or policy change cycles are implemented to align with Trauma-Informed Systems principles and evaluated for impact;</p> <p>This activity includes Trauma-informed leadership outreach supports, half-day orientation led by Trauma Transformed, HOW (healing organization workbook) toolkit for participants; and 10 facilitated Trauma-informed leadership team sessions following orientation.</p>	<p>December 2024</p>
<p>Activity 2 Organizational learning and change year one report</p>	<p>Summary report for year one-includes executive summary, achievements, milestones, qualitative/quantitative summary findings, and recommendations for sustaining impact and change in Sonoma</p>	<p>TBD</p>

Activity	Deliverable	Completion Date
	OR facilitated 2 hour virtual summit to present themes and facilitate sustaining change plan with participants	
Activity 3 Trauma-Informed Systems Implementation Coordination and Supplemental coaching	Trauma Transformed hosts meetings every other month with Sonoma County internal steering committee to track progress, attend to emergent stressors in public health orgs, and provide targeted leadership coaching to internal members of Sonoma Trauma-Informed Systems Implementation team	Up to 8 one-hour meetings

III. Activities and Modification Notes for SONOMA:

Activity 1: Establish Trauma-informed leadership team and structures-Trauma-Informed Systems practice and policy change

Recommended priority activity. Trauma-informed leadership (Trauma-informed leadership team) to be comprised of max of 30 participants who will meet monthly for 90 minutes or quarterly for half-day, facilitated and on-boarded by Trauma Transformed coaches to assess, identify, and implement practice, protocol, and policy changes that will advance trauma-informed systems transformation.

Recommended that Sonoma County Behavioral Health have a Trauma-informed leadership team with at least one member from health/race equity team, leadership (senior or manager level), administrative staff (training department, coordinators, human resources/staff supports), and staff who have some influence as culture builders within public health dept or divisions and/or ability to champion this work.

Activity 2: Organizational learning and change report

Trauma Transformed produces final digital report incorporating quantitative and qualitative data from Trauma-Informed Systems 101 trainings and leadership sessions to summarize progress, milestones achieved, learning for future implementation with analysis to expanding to community and community-based organizations that support public health aims and efforts. Report will inform cohort three implementation priorities, resources, and sustainability recommendations that result in three core areas of knowledge change, practice/policy alignment, and leadership practice change.

Activity 3: Project Coordination and Coaching

Trauma Transformed hosts regular meetings with Sonoma Trauma-Informed Systems steering committee and key leaders to track progress, attend to logistic needs, emergent needs, or stressors within department, and provide targeted leadership coaching to internal members as requested.

IV. Sonoma County Contract Contact Persons:

<p>Contract Liaison: Name: Jill Evans Phone: 707-565-4918 Email: Jill.Evans@sonoma-county.org</p>	<p>Contract Analyst: Name: Lidia Granneman Phone: 707-565-6641 Email: Lidia.Granneman@sonoma-county.org</p>
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Exhibit A.2 Scope of Work – Trauma-Informed Systems (TIS) (Trauma Informed Leadership Team) – Period of Performance: July 1, 2024 through June 30, 2025

I. Program/Project Overview:

<p>Agency/Organization Name: East Bay Agency For Children</p> <p>Program/Project Name: Trauma-Informed Systems (TIS) (Trauma Informed Leadership Team)</p>
<p>Geographic Areas Served:</p> <p><input checked="" type="checkbox"/> Central County (Santa Rosa)</p> <p><input checked="" type="checkbox"/> North County</p> <p><input checked="" type="checkbox"/> South County</p> <p><input checked="" type="checkbox"/> East County</p> <p><input checked="" type="checkbox"/> West County</p>

II. Scope of Work:

East Bay Agency for Children (EBAC) will continue their work on the Trauma-Informed Systems (TIS) implementation for the Sonoma County Behavioral Health Division, to support a trauma-informed, equitable workplace where employees and clients can thrive. EBAC will provide on-demand training and reflection spaces, continue facilitation and planning work with the Trauma Informed Leadership Team, lead another round of management training, and offer multiple opportunities for leadership and equity training and coaching, as detailed below.

Activity	Deliverable	Completion Date	Notes
Activity 1 Self-Paced Online Training TIS 101 Training	Access to platform and Coaching support -Create internal lead users and technical support	Jul 1, 2024- June 30, 2025	Unlimited user. 1yr access
Activity 2 Reflection Cafe's	Activity Overview: Conversational session following the TIS 101 training (SPOT) to process and reflect on the content. Participants reflect on the content and their context and use a Start/Sustain/Stop reflection tool to extend their commitment to change.	TBD	Group size max 30 people Time: 90 mins each
Activity 3 Trauma Informed Leadership Team (TILT)	Cross division TILT facilitation, implementation, and coaching for an additional two years FY24-25: Focus on implementation of goals set in year 1; potentially expand group and consider rotating membership to include additional roles and perspectives	December 2024 - September 2025	Max 20 participants

Activity	Deliverable	Completion Date	Notes
<p>Activity 4 Leadership Learning Community (LLC)</p>	<p>Leadership participants gain knowledge and practice competencies (TIS Leadership Learning Community description here)</p> <p>This includes 6 LLC 2hr. sessions with a max of 20 participants per cohort, outreach and materials support, evaluation components</p> <p>Outcome: Participating leaders demonstrate knowledge change and complete two practice change cycles aligned to TIS leadership competencies</p>	<p>TBD</p>	<p>Focused on all new managers who have not yet participated in LLC</p>
<p>Activity 5 Principles into Practice</p>	<p>Principles into Practice Series is a dedicated space focused on embodying and enacting the TIS principles designed to extend understanding of the principle’s content and provide time to deeply apply the principles into organization/program context.</p> <p>Participants will leave with a Stop/Start/Sustain/Scale action grid to support implementation.</p>	<p>TBD</p>	<p>Series is 6 2-hour sessions for Up to 30 participants per cohort</p>
<p>Activity 6 Emerging Leaders of Color (ELOC)</p>	<p>Leadership development focused on new leaders of color navigating systemic processes.</p> <p>Designed to uncover, deepen and build upon their natural strengths as a leader, the ELOC leadership program strives to support participants to recognize and apply their leadership capabilities.</p>	<p>TBD</p>	<p>Series is 7 2-hour sessions meeting every 2-4wks; up to 20 participants per cohort</p>
<p>Activity 7 White Accountability Group (WAG)</p>	<p>White Accountability Group (WAG) engages white people to more deeply interrogate and transform self; self-in-relation to others; and self within systems. WAG is designed to support participants in uncovering and actively divest from internalized racial superiority, interpersonal racism, and organizational white supremacy culture,</p>	<p>TBD</p>	<p>Series is 7 2-hour sessions meeting every 2-4wks; up to 20 participants per cohort</p>

Activity	Deliverable	Completion Date	Notes
	especially in positions of leadership and influence.		
Activity 8 Coaching	Coaching services for individuals (TILT team members, or small leadership groups, individual) Staff can sign up for a 1:1 coaching session for TIS implementation support.	TBD	Total of 15 hours for the year
Activity 9 TIS Implementation Coordination and project management	T2 hosts one 60-minute meeting monthly with SCBH TIS Coordinator to check in on progress, challenges, and make adjustments as needed This time also includes coordination emails throughout project, additional T2 support as needed - estimate 2 hours per month	Jul 1, 2024- June 30, 2025	2 hours monthly

III. Sonoma County Contract Contact Persons:

Contract Liaison: Name: Jill Evans Phone: 707-565-4918 Email: Jill.Evans@sonoma-county.org	Contract Analyst: Name: Lidia Granneman Phone: 707-565-6641 Email: Lidia.Granneman@sonoma-county.org
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Exhibit A.3 Scope of Work - Period of Performance: July 1, 2025 – June 30, 2026

I. Program/Project Overview:

<p>Agency/Organization Name: East Bay Agency For Children</p> <p>Program/Project Name: Trauma-Informed Systems (TIS)</p>
<p>Geographic Areas Served:</p> <p><input checked="" type="checkbox"/> Central County (Santa Rosa)</p> <p><input checked="" type="checkbox"/> North County</p> <p><input checked="" type="checkbox"/> South County</p> <p><input checked="" type="checkbox"/> East County</p> <p><input checked="" type="checkbox"/> West County</p>

II. Scope of Work:

East Bay Agency for Children (EBAC) will continue their work on the Trauma-Informed Systems (TIS) implementation for the Sonoma County Behavioral Health Division, to support a trauma-informed, equitable workplace where employees and clients can thrive. EBAC will provide on-demand training and reflection spaces, continue facilitation and planning work with the Trauma Informed Leadership Team, lead another round of management training, and offer multiple opportunities for leadership and equity training and coaching, as detailed below.

Activity	Deliverable	Completion Date	Notes
<p>Activity 1 Self-Paced Online Training TIS 101 Training</p>	<p>Access to platform and Coaching support</p> <p>-Create internal lead users and technical support</p>	<p>Jul 1, 2025- June 30, 2026</p>	<p>Unlimited user. 1yr access</p>
<p>Activity 2 Reflection Cafe's</p>	<p>Activity Overview: Conversational session following the TIS 101 training (SPOT) to process and reflect on the content. Participants reflect on the content and their context and use a Start/Sustain/Stop reflection tool to extend their commitment to change.</p>	<p>TBD</p>	<p>Group size max 30 people Time: 90 mins each</p>
<p>Activity 3 Continue Trauma Informed Leadership Team</p>	<p>Cross division TILT facilitation, implementation, and coaching for an additional two years</p> <p>Year 3: T2 role shifts to supporting role to ensure TILT is fully operational within Sonoma County Behavioral Health at the close of Year 3; SCBH</p>	<p>Year 3 to begin in October 2025 - July 2026</p>	<p>T2 staff support not facilitation</p>

Activity	Deliverable	Completion Date	Notes
	facilitates TILT sessions, T2 joins as supports		
<p>Activity 4 Principles into Practice</p>	<p>Principles into Practice Series is a dedicated space focused on embodying and enacting the TIS principles designed to extend understanding of the principle’s content and provide time to deeply apply the principles into organization/program context.</p> <p>Participants will leave with a Stop/Start/Sustain/Scale action grid to support implementation.</p>	TBD	<p>Series is 6 2-hour sessions for Up to 30 participants per cohort</p>
<p>Activity 5 TIS Implementation Coordination</p>	<p>T2 hosts one 60-minute meeting monthly with SCBH TIS Coordinator to check in on progress, challenges, and make adjustments as needed</p> <p>This time also includes coordination emails throughout project, additional T2 support as needed - estimate 2 hours per month</p>	July 2025 - June 2026	<p>2 hours monthly regular meeting and unplanned coordination hours</p>
<p>Activity 6 Coaching</p>	<p>Coaching services for individuals (TILT team members, or small leadership groups, individual)</p> <p>Staff can sign up for a 1:1 coaching session for TIS implementation support.</p>	TBD	<p>Total of 15 hours for the year</p>

III. Sonoma County Contract Contact Persons:

<p>Contract Liaison: Name: Jill Evans Phone: 707-565-4918 Email: Jill.Evans@sonoma-county.org</p>	<p>Contract Analyst: Name: Lidia Granneman Phone: 707-565-6641 Email: Lidia.Granneman@sonoma-county.org</p>
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Exhibit B. Payment Terms and Conditions

This Exhibit B. (Payment Terms and Conditions) includes the following, which are herein incorporated by reference:

- Exhibit B.1 Payment Terms and Conditions – Period of Performance: July 1, 2024 through June 30, 2025
- Exhibit B.2 Payment Terms and Conditions – Period of Performance: July 1, 2025 through June 30, 2026

**Exhibit B.1 Payment Terms and Conditions –
Period of Performance: July 1, 2024 through June 30, 2025**

1. Monthly Invoicing and Payment:

- a) The rate and terms of payment for all services provided under this Agreement shall be as set forth below. Any modification of the rate increase shall not be binding on County unless a written amendment to the Agreement is executed by the parties.
- b) Contractor shall submit monthly invoices in County invoice template no later than thirty (30) days after the last day of the month in which those services were provided or 30 days from the date of the contract execution, whichever is sooner. Contractor may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to Contractor for resubmission. County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than thirty (30) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
- c) Notwithstanding the above, Contractor will make best efforts to submit invoices within ten (10) days of the end of the County fiscal year.
- d) Monthly invoice shall only include billing for the contract services actually performed in the manner described herein. Invoice shall include a description of the services provided.
- e) Total contract payments for the term shall not exceed the contract maximum.
- f) Contractor must include contract number on the invoice.
- g) All billing and payment invoices shall be submitted via email or to the following address:

Sonoma County Department of Health Services
Fiscal Department
Attention: Accounts Payable
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405
DHS.Fiscal@sonoma-county.org

2. Provider Problem Resolution:

- a) Contractor concerns or complaints may be submitted to Provider Relations by phone (707) 565-4850, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form. The completed form may be mailed to 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407-5419 or emailed to SCBHPProviderRelation@sonoma-county.org.
- b) The Provider Problem Resolution & Payment Appeal form is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

3. Scope of Work A.1 Budget:

Activity	FY 24/25 (\$)
Activity 1 Establish and onboard cross-division Trauma-informed leadership team	15,000
Activity 2 Organizational learning and change year one report	2,500
Activity 3 Trauma-Informed Systems Implementation Coordination and Supplemental coaching	1,600
Total	19,100

4. Scope of Work A.2 Budget:

Activity	Rate (\$)	FY 24/25 (\$)
Activity 1 Self-Paced Online Training TIS 101 Training	7,000 Flat Fee	7,000
Activity 2 Reflection Cafe's	1,000 Per Virtual Session x 2 Sessions	2,000
Activity 3 Trauma Informed Leadership Team (TILT)	2,000 Per Session x 10 Sessions	20,000
Activity 4 Leadership Learning Community (LLC)	15,000 Per Cohort x 1 Cohort	15,000
Activity 5 Principles into Practice	6,000 Per Series x 1 Series	6,000
Activity 6 Emerging Leaders of Color (ELOC)	15,000 Per Cohort x 1 Cohort	15,000
Activity 7 White Accountability Group (WAG)	15,000 Per Cohort x 1 Cohort	15,000
Activity 8 Coaching	3,000	3,000
Activity 9 TIS Implementation Coordination and project management	7,000	7,000
Total		90,000

**Exhibit B.2 Payment Terms and Conditions –
Period of Performance: July 1, 2025 through June 30, 2026**

1. Monthly Invoicing and Payment:

- a) The rate and terms of payment for all services provided under this Agreement shall be as set forth below. Any modification of the rate increase shall not be binding on County unless a written amendment to the Agreement is executed by the parties.
- b) Contractor shall submit monthly invoices in County invoice template no later than thirty (30) days after the last day of the month in which those services were provided or 30 days from the date of the contract execution, whichever is sooner. Contractor may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to Contractor for resubmission. County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than thirty (30) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
- c) Notwithstanding the above, Contractor will make best efforts to submit invoices within ten (10) days of the end of the County fiscal year.
- d) Monthly invoice shall only include billing for the contract services actually performed in the manner described herein. Invoice shall include a description of the services provided.
- e) Total contract payments for the term shall not exceed the contract maximum.
- f) Contractor must include contract number on the invoice.
- g) All billing and payment invoices shall be submitted via email or to the following address:

Sonoma County Department of Health Services
Fiscal Department
Attention: Accounts Payable
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405
DHS.Fiscal@sonoma-county.org

2. Provider Problem Resolution:

- a) Contractor concerns or complaints may be submitted to Provider Relations by phone (707) 565-4850, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form. The completed form may be mailed to 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407-5419 or emailed to SCBHPProviderRelation@sonoma-county.org.
- b) The Provider Problem Resolution & Payment Appeal form is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

3. Scope of Work A.3 Budget:

Activity	Rate (\$)	FY 25/26 (\$)
Activity 1 Self-Paced Online Training TIS 101 Training	7,000 Flat Fee	7,000
Activity 2 Reflection Cafe's	1,000 Per Virtual Session x 2 Sessions	2,000
Activity 3 Continue Trauma Informed Leadership Team (TILT)	10,000 per year	10,000
Activity 4 Principles into Practice	6,000 Per Series x 1 Series	6,000
Activity 5 TIS Implementation Coordination and project management	7,000	7,000
Activity 6 Coaching	3,000	3,000
	Total	35,000