

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 01, 2020 ("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 "Consultant").

R E C I T A L S

WHEREAS, Consultant 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 Consultant 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:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant 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. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant 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 Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant'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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant 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 Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. All direct service personnel must be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in "Exhibit C", incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the clients served under this Agreement.

c. All persons assigned to perform services under this Agreement on behalf of the Consultant are subject to background investigations performed by or under the direction of the Probation Department.

d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of valid licensure from the State of California.

f. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

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

1.5 Access to Probation Department Facilities. Consultant shall be permitted access to Probation Department facilities for the purpose of performing the services required under this

Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant 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.

2. Payment.

For all services and incidental costs required hereunder, Consultant 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 Consultant shall not exceed Three Million Eight-Hundred Sixty Two Thousand Six-Hundred Forty Four Dollars (\$3,862,644) without the prior written approval of County. Consultant 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.

If the option to extend the contract term per above is exercised, rates shall increase by the annual rate of change of the Consumer Price Index for the San Francisco Metropolitan Statistical Area or 3.0%, whichever is lower, rounded to the nearest whole dollar, after the end term of the initial contract period.

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 Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant 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 Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant 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, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 01, 2020 to June 30, 2023 unless terminated earlier in accordance with the provisions of Article 4 below. Upon expiration of the initial term, County and Consultant may extend the term of the agreement for three additional one year terms. Extensions will be executed by both parties prior to the expiration of the existing term. All termination provisions of Article 4 below apply to each of the extensions, unless amended in writing by County and Consultant.

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 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant 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 Consultant 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, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant 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, Consultant 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 Consultant.

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 Chief Probation Officer, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent 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 Consultant's expense, subject to Consultant'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 Consultant 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, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "D", attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant'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 Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant 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 increase the amount paid under the Agreement, 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 Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Consultant and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 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 shall be confidential, and shall 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.

9.2 No person shall 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.

9.3 Consultant and its officers, employees, agents or subcontractors, shall 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 shall not be considered "voluntary" provided Consultant gives notice to the Probation of such court order or subpoena prior to compliance.

10. Representations of Consultant.

10.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release.

10.2 Status of Consultant. The parties intend that Consultant, 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. Consultant 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, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Consultant 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. Consultant 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 Consultant becomes debarred, consultant has the obligation to inform the County

10.4 Taxes. Consultant 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. Consultant 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 Consultant'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, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

10.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

10.6 Conflict of Interest. Consultant 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. Consultant 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, Consultant 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 Consultant's or such other person's financial interests.

10.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

10.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

10.10 Assignment of Rights. Consultant 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 Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

10.11 Ownership 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 Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant 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.

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

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

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

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Attention: Probation Administration
Sonoma County Probation Department
7425 Rancho Los Guilicos Rd., Dept. B
Santa Rosa, California 95409
Phone: (707) 565-6211
marcella.chandler@sonoma-county.org

TO: CONSULTANT:

Seneca Family of Agencies
6925 Chabot Rd.
Oakland, CA 94618
Phone: (510) 654-4004
Email: Leticia_Galyean@senecacenter.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

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

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant 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. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

15. General Administration Requirements.

15.1 Client Tracking Forms. Consultant shall complete a Client Tracking Form to be provided by the County. Consultant shall provide the completed form to the County on a semi-monthly schedule, on the tenth (10th) business day of every month and on the last business day of every month. County shall provide descriptions or samples of the identified reports upon Consultant's request.

15.2 Reporting Requirements. Consultant must comply with all data and information requests as required by California Government Code 30061 and Sonoma County Probation. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Consultant's costs associated with the participation of

the particular Youth in Consultant's program. In addition, Consultant shall comply with the following:

15.2.1 Consultant shall provide separate reports (data and outcome measures) for each program as described in Exhibit "C".

15.2.2 Consultant shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.

15.3 Records Disclosure. Consultant shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes as described in Exhibit "E". Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.

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

CONSULTANT: _____

COUNTY: COUNTY OF SONOMA

By: _____

By: _____
David M. Koch, Chief Probation Officer

Name: _____

Date: _____

Title: _____

Date: _____

Exhibit A

SCOPE OF WORK SENECA FAMILY OF AGENCIES Intensive Case Management Services

Overview: Seneca Sonoma'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 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 20 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).

Due to the need for flexibility arising from past and current community crises, changes to this Scope of Work may be necessary. Any change to the Scope of Work will be made under the provisions of Article 8 of this Agreement. See: Community Crisis Response section below.

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. Seneca staff will also 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 also 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 to the ICM Program, a team will be assigned within 24 hours. Seneca will help families navigate potential fears, concerns, or ambivalence around service engagement. As necessary, Seneca 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, Seneca'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 - the Facilitator will contact the Probation Officer (PO) notifying them 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 PO and Probation supervisor 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.

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 *Ansell-Casey Life Skills* assessment to help screen for levels of social, behavioral, and mental health needs;
- 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; 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.

Treatment plans will be also created within the first 30 days of services and will 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 treatment plan will also describe interventions and services to be implemented as well as the roles and responsibilities of the provider, youth, and family. Treatment plans will be reviewed and updated upon any significant changes in treatment or service needs.

Phase Three: Action Phase

Seneca 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, Seneca team, other professionals involved in the family's life, and natural supports such as friends, godparents, and coaches. During each CFT meeting, the strengths of the youth, family, and community will be highlighted and utilized when identifying interventions to address the young person's needs and make steady progress toward achieving the family's goals.

An Action Plan will be created or updated during each CFTM in support of the goals identified in the Treatment Plan and will be disseminated to the team after each meeting. The ICM team will also utilize family finding and engagement strategies to help the youth and family expand and enhance their support networks as well as encourage sustainability. CFTMs 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 explores options for linkage. The case management and linkage process will be collaborative and transparent, involving the family in all steps and encouraging them to actively express their perceived needs and eventually to 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:** Seneca 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 (MI) 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 facilitator and family partner, 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 integrates any specific family and cultural value 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 be about ending services, but 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 probation officer before discharge. Throughout the transition process, the ICM team will share information and progress with the youth's Probation Officer 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

- Seneca 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 ICM Action Plan
- Progress will be monitored through session notes.
- The discharge summary will reflect the number of goals that were met.

Staffing and Resources

- Facilitation and clinical services will be provided by a master's level, licensed or licensed-eligible staff.
- Behavioral coaching provided to the youth will be delivered by a BA level 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.

- In certain cases, as needed and mutually agreed upon, additional counselor services may be required to meet a particular need. These additional services will be made available and reimbursed at a rate of \$75 per hour.

Community Crisis Response

Overview: During a time of community crisis, Seneca 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, Seneca will reach out to Probation 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 the ICM team will reach out to 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 Probation, and any other appropriate provider contacts to continue assessment of needs for the duration of the implementation of remote services.
- Seneca will work with individual Probation Officers and other providers to determine appropriateness of frequency.

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:
 - Supporting 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.

- Conducting risk screenings and safety planning around any higher-level needs.
- Supporting 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.
- Once it is determined that the community crisis is nearing an end, the ICM team will begin planning for students and family's reintegration into **the school environment**. This may include but is not limited to:
 - Collaborating with caregivers regarding concerns, worries, potential conflicts that may arise when attempting to adjust to the family's regular routine.
 - Working with youth to solidify any coping skills, discuss any anxiety and safety plan around any identified risks as needed.
 - Collaborate with caregivers and work to address any other basic needs such as clothing, food, housing etc. And provide resources as needed.

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 they are assigned to serve but, will also be flexible in lending their time should needs be higher for other ICM enrolled youth.
- The ICM team may also 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 Family of Agencies / Sonoma Probation Intensive Case Management (ICM) Services			
ICM Program Budget – Capacity 15 Cases @ \$3,470 per case; \$1,873,970 for first 3 year term.			
Expense Description	Rate per Case	Projected Cases	Projected Revenue
Cost per Case	\$3,470	15	\$591,300
Direct Expense / Payroll	FTEs	Annual Salary	Contract (includes COLAs)
Regional Executive Director	0.05	\$147,000	\$7,798
Program Director	0.10	\$92,886	\$9,854
Assistant Director	0.10	\$93,204	\$9,888
Program Supervisor	1.00	\$72,593	\$77,014
Family/Peer Partner	0.50	\$52,000	\$27,583
Facilitator	2.00	\$64,771	\$137,431
Support Counselor	2.00	\$54,663	\$115,985
Senior Administrative Assistant	0.05	\$61,305	\$3,252
Health Information Specialist/Program Assistant	0.20	\$51,632	\$10,955
Maintenance/Transportation			\$5,392
Benefits @	26%		\$105,340
Total Direct Payroll			\$510,492
Operations / Program Support			
Office Supplies			\$389
Telephone			\$3,561
Conference & Training			\$500
Clinician Training Stipend			\$1,000
Mileage Reimbursement			\$7,399
Government Fees			\$500
Recruitment			\$1,104
Total Program Support			\$14,453
Operations / Facility Related			
Facility Expense (Int + Deprec)			\$4,614
Utilities			\$1,692
Bldg Mt & Supplies			\$3,799
Expendable Equipment			\$3,019
Equipment Depreciation			\$388
Total Facility Costs			\$19,000
Other Contract Services			\$435
Vehicle Costs - Depreciation			\$516
Operations/Child & Family Related – Tx Supplies			\$8,537
Total Direct Costs			\$547,945
Allocable @	14%		\$76,712
Total Expenses			\$624,657
Monthly invoicing shall be actual costs, not to exceed the annual budget or contract limit; differences in line-items are allowable, not to exceed the annual budget total. The budget represents estimated known ICM program expenses and allows for the contingency of Seneca wage rate increases. Expenses beyond the annual budget total for the initial 3 year period are not allowable without renegotiation per Article 8 of this Agreement.			

Exhibit C

FINGERPRINTING PROCEDURE

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

1. Call Devon Bazzano, Probation Payroll Clerk, at 565-2798 to begin the fingerprinting process and to receive instructions on scheduling your fingerprinting appointment.
2. Provide the following information for the fingerprint card: Name, AKA's, Address, Place of Birth, Sex, Date of Birth, Social Security #, Height, Weight, Eye Color, Hair Color.
3. Take the form to the Sheriff's Department located at 2796 Ventura Avenue, Santa Rosa, or to the Juvenile Justice Center at 7425 Los Guilicos Road in Santa Rosa, where the fingerprinting procedure will be completed. You will be required to present your California Driver's License at your fingerprinting appointment.
4. Return the fingerprint form to the Probation Department immediately following your appointment.

Exhibit D

Insurance Requirements

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

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

Workers Compensation and Employers Liability Insurance

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

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

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this

Agreement.

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

Automobile Liability Insurance

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

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

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

Documentation

- a. The Certificate of Insurance must include the following reference: Seneca ICM
- b. All required Evidence of Insurance shall be submitted prior to the execution of

this Agreement. Consultant 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
Attn: Marcella Chandler
7425 Rancho Los Guilicos Rd. Dept. B
Santa Rosa, CA 95409
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant 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

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

Material Breach

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

Template #5 - Consulting & Professional Services - Professional Liability Insurance Required - Corporations, Partnerships, Limited Liability Companies & Other Organizations

Exhibit E

Quality Assurance Plan and Data Collection Plan

Contractor will apply, document, and report on the quality assurance measures detailed in a quality assurance plan and collect and report on outcome measures detailed in a data collection strategy agreed upon in writing by both parties. These documents may be modified at any time as agreed to in writing by both parties. Contractor will deliver these data to Probation annually in a written report and during quality assurance visits, as well as when available and requested by Probation.

During the first six months of this Agreement, Contractor will meet up to six times as requested by Probation to develop quality assurance plans and data collection procedures. Following this initial period, Contractor will meet as requested by Probation up to twice per year to refine quality assurance plans and review plan compliance and outcome results.