

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July, 1 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 (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified California non-profit corporation, specializing in providing early intervention and prevention services for children and families and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the Keeping Kids in School Initiative.

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, including internal quality assurance processes appropriate to ensure the service is delivered as designed, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of 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 "D", 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. All persons assigned to perform services under this Agreement on behalf of Consultant shall submit certification of appropriate training to deliver proprietary programming.

g. 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.

h. 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 required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed Eight-Hundred Eighty-Nine Thousand Four Hundred Thirty Six dollars (\$889,436). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to 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 Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, 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 1, 2020 to June 30, 2021 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 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 reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, 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, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by 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 Probation Department Head, 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 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 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 C, which is 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 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 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 Department 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/Living Wage Ordinance. Consultant 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, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

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. General Administration Requirements.

12.1 Fiscal Management. Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

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

12.3 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. 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.

12.4 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Consultant, Consultant shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Consultant agrees to comply with any instructions it receives from County in this regard. In the event Consultant receives any compensatory credits and refunds, for which County has previously reimbursed Consultant, then Consultant shall remit such compensatory credits and refunds to the County.

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

TO: COUNTY:

Sonoma County Probation Department
Attn: Lisa Valente, Dept. B
7425 Rancho Los Guilicos Rd.
Santa Rosa, CA 94509
Phone: (707) 565-6261

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.

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

CONSULTANT:

COUNTY: COUNTY OF SONOMA

Seneca Family of Agencies

By: _____

By: _____

Name: _____

David M. Koch, Chief Probation Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A SCOPE OF WORK

Program Overview

The goal of Seneca’s KKIS program is to improve school attendance for referred students through the provision of highly collaborative and individualized case management services. Through screening and assessment services structured around the three streams (relational, behavioral, and ecological) of Seneca’s Unconditional Care Model, KKIS Case Managers will craft individualized action plans in partnership with students, families, and key stakeholders that link students and families to appropriate support services, improve students’ social-emotional well-being, and address family functioning in order to dismantle the barriers to positive school attendance and engagement.

Additionally, through coordinated efforts with multi-system partners—including data sharing and evaluation practices—Case Managers will strive to identify and address global drivers of truancy within the KKIS school sites and communities of referred students. Case Managers will do this primarily by collaborating with school/district leaders at their assigned sites.

Program Staffing

Seneca will deliver services with a core staff of Case Managers as outlined below and in accordance with the attached Fee Schedule (Exhibit B).

School District/Partnering Agency (tentative, pending MOUs)	Case Manager FTE
Cotati-Rohnert Park Unified School District	1.0
Guerneville Schools	1.0
Healdsburg Unified School District	.25
Petaluma City Schools	0.5
Sonoma County Office of Education (Amarosa Academy)	0.5
Sonoma Valley Unified School District	1.0
Windsor Unified School District	1.0
West Sonoma County Union High School District	1.5
Sonoma County Court*	0.5
TBD**	up to .75
Total FTE	8.0
<p>The presiding juvenile judge or school-court liaison can refer students who were referred to truancy court for KKIS services. Probation may also refer youth directly to KKIS program services for any open slots across the program.</p> <p>**Up to .75FTE is reserved for school partnerships or program needs that materialize during the school year and can only be allocated by an amendment to this contract.</p>	

Leadership and program support will be provided by the Program Director, Assistant Director, Program Supervisor, and a Program Assistant. Case Manager positions will be filled upon contract

Exhibit A: Scope of Work continued

award by staff with, at minimum, a bachelor's degree and direct experience in social services and collaborative case management.

Seneca's recruitment team will strive to recruit staff from the communities where enrolled youth and their caregivers live. All job candidates will undergo a thorough screening and interview process, which ensures that each candidate has the experience and qualifications required for the job, and that their ideals, judgment, and stance in working with youth and families are aligned with the vision and values of the agency. Seneca will ensure that all initial Case Managers will be hired and prepared to commence services with the start of the new school year in July 2020 to the best of their ability.

KKIS services will be covered by backup personnel from other Seneca programs within Sonoma County during times of KKIS staff transition or illness.

Key Elements of Program Components

Student/family involvement

Seneca Case Managers will use assertive engagement strategies with students and families in each phase of the intervention process, in order to continue maintaining rapport and high-quality engagement with families. Case Managers will work with youth and families to identify the most significant areas of need and student and family strengths to build upon.

Seneca Case Managers will also work collaboratively with the student, relevant family members (and/or their natural supports) to support participation on the Individual Student Attendance Teams and ensure that family voice and choice will be highly valued. Case Managers will also support the Student Attendance Teams in maintaining relevant and culturally appropriate interventions.

Flexible/comprehensive approach

Seneca Case Managers will provide program services that are flexible and broad enough to adapt to the differing resources, needs, and values of the schools, districts and youth and families served. Case Managers will work flexible schedules that enable them to make school and home visits in the County's urban and rural communities at any time during the day or evening, including weekends and school or work holidays.

Supportive context

Seneca Case Managers will be co-located both at their agency site and their assigned school sites to prevent services from being provided in isolation. Case Managers will be provided with weekly supervision and participate in weekly team meetings to share resources, receive on-going training to improve day to day practice, and stay current on effective interventions to address school attendance issues, chronic absenteeism and truancy. Case Managers will also work to ensure that service activities are multi-system informed, coordinated, and sustainable.

Collaboration

Exhibit A: Scope of Work continued

Seneca Case Managers will facilitate a collaboratively driven service planning process that will provide the best possible match between student and family needs and the services and supports that will help them meet those needs. Individual Student Attendance Team meetings for program participants will be led by the Case Manager and include collaboration between the student, family, schools, and community resources/agencies to identify and plan for strategic interventions to target root causes of a student's school absenteeism. Supervisors and Case Managers will also work collaboratively with members of the Sonoma County Office of Education (SCOE), truancy court and the School Attendance Review Board (SARB) to ensure KKIS staff are able to offer support when needed and are targeting the greatest areas of concern for students and families. Case Managers will also bring together relevant individuals from the student's school and personal life to facilitate the development of common goals and to help streamline the efforts to support the student in regularly attending school.

Technical Assistance

Seneca Case Managers will collaborate with school staff and KKIS program partners in providing technical assistance to support school and districtwide climate and attendance management systems.

Cultural Responsiveness

Seneca Case Managers will receive initial and ongoing training in cultural sensitivity aligned with current Seneca cultural competency training practices. All services will build on student and family strengths and will be consistent with family's culture and values.

To the greatest extent possible, each referred student/family will be matched with a Case Manager who is culturally reflective and/or compatible, in terms of language, ethnicity, gender, personal experience, interests, and/or other relevant characteristics.

All program brochures, intake and consent forms, and other documents will be made available in Spanish and any other languages requested by partner schools and youth/families. If the linguistic needs of a youth, family, or school exceed local staff capacity, bilingual staff from across the agency will be accessed as needed. When necessary, Seneca will utilize Language People interpretation/translation services.

Rigorous and continual assessment

Seneca Case Managers will be trained in expected program outcomes and given the tools to monitor progress with their individual students through access to school Student Information Systems and/or data calculation tools in the program data management system. Case Managers will utilize these tools on a regular basis and be focused on achieving program outcomes by performing all duties with fidelity.

Crisis Intervention and Stabilization

Seneca Case Managers will collaborate with the student, family members, and any key stakeholders (probation officer, child welfare worker, etc.) to identify any immediate safety issues, current crises,

Exhibit A: Scope of Work continued

or crises they anticipate in the near future. If there are concerns that require immediate attention, the Case Manager will work with the student, family, and stakeholders to develop an immediate Safety Plan that details a structured response to mitigate risk, establish increased safety, and make any needed community referrals to further support the stabilization of that student and family

Case Management Services

The KKIS team will deliver highly individualized and adaptive case management services tailored to the unique needs of each school district, student and family. The case management and linkage process will be collaborative and transparent, and Case Managers will make every effort to involve the family in accessing resources. Case management services are delivered through Seneca's Unconditional Care (UC) Model and three-stream (relational, behavioral, and ecological) informed assessments and interventions. Additional strategies are also utilized depending on need such as the supportive counseling approach of Motivational Interviewing.

Students enrolled into the KKIS program will receive an average of six months of service, depending upon demonstrated need and input of all relevant stakeholders. Services will be provided in the home, school, community, or Seneca office, as appropriate and convenient for the family. Case Managers will carry an average caseload of 15 students/families. Case Managers will provide a minimum of 1.5 hours of direct services biweekly to each student/family. Case Managers will be able to travel to students' homes, in addition to being present at school sites in order to assist with monitoring attendance, facilitating service planning meetings, and implementing school-based service activities.

The case management services program model consists of three phases that are described below:

1. The Engagement & Planning Phase

The Engagement & Planning Phase begins immediately after the student has been referred to program services. Key activities of the Engagement Phase include the following:

- Within 36 hours of receiving a referral, the Case Manager or the Program Supervisor contacts the referring party to review goals for service and verify qualifications for service.
- Within 3 days of receiving a referral, the Case Manager establish face-to-face or phone contact with the Case Manager at a location/time preferred by the family.
- Case Managers explain the nature of KKIS services in the preferred language(s) spoken by the family and student and establish the family and student's consent to participate in the KKIS program.
- Case Managers complete an initial screening of the student and family, assessing the student's barriers to school attendance and engagement across multiple life domains. Case Managers also complete a Needs Assessment to further determine the highest areas of need and identify the strengths of the student and family.
- Case Managers, in partnership with the student and family, create a time-limited Initial Action Plan, outlining clear and measurable goals that promote improved attendance and support the well-being of the student.

Exhibit A: Scope of Work continued

- Case Managers, in partnership with the student and family, identify Student Attendance Team members—such as school administrators, teachers, natural supports, community agency representatives, etc.—that will (1) review and clarify information shared through the initial meeting; (2) establish consensus on the individual goals for the participant; and (3) develop steps for achieving the attendance goals for the student. Goals and action steps are connected to the identified areas of need on the KKIS Needs Assessment.

2. The Action Phase

The Action Phase begins with an initial Student Attendance Team (SAT) meeting and the implementation of the Initial Action Plan. Activities that Case Managers use to advance students' individualized action plans and improve school attendance include:

- Assisting students and families in navigating the educational and or social systems with which they are involved. This may include explaining the school/district's truancy policy and attending truancy court with the student and family.
- Providing linkage to resources and services that may help the student and family address correlates of truancy, such as educational, mental health, legal, and transportation services.
- Coordinating and facilitating service planning meetings, including establishing and communicating locations and times and sharing student and family progress with Student Attendance Team members. Student Attendance Team meetings are held monthly in order to monitor student progress. Additionally, Case Managers hold weekly or biweekly meetings with families, depending upon need.
- Supporting and monitoring student attendance, which may include frequent contact with school site personnel and the provision of student transportation.
- Building the natural support systems for students and families through increased identification of and connection to engagement activities within the school, community, and home.
- Maintaining unwavering compassion, curiosity, and concern for the well-being of students and their families that communicates a dedication to and belief in the student and family's strengths and ability to succeed.

3. The Transition Phase

The transition phase begins when the Student Attendance Team decides program services will soon be no longer needed. During the Transition Phase the Case Manager prepares a portfolio for the student, family, and Student Attendance Team members that includes the following:

- Descriptions of the activities and services that were completed during involvement in the program
- The student's and family's strengths and accomplishments
- Lessons learned about strategies that worked as well as those that did not
- A plan for sustaining accomplishments, including contact numbers for obtaining

Exhibit A: Scope of Work continued

assistance in the future

School and Districtwide Services

The KKIS Team will provide technical assistance to partner schools and districts as they seek to improve their own attendance systems. Technical assistance support may include but is not limited to the following:

- Collaboratively strengthen and support the truancy process (i.e. coaching for school staff on best practices or implementing new processes for tracking)
- Examine district and school data to identify trends in needs or barriers to consistent school attendance and engagement and interventions that have been successful
- Support schools and districts with implementing district policies related to attendance and facilitate development of streamline communication between schools, districts and families
- Identifying knowledge or service gaps and recommend potential solutions to address gaps (i.e. trauma informed trainings)
- Facilitate SART meetings
- Monthly meetings to review students identified as vulnerable or at-risk with school
- Participation in school/district wide events for the purpose of reinforcing positive school engagement for youth and families, and collaboration with school and district staff.

Data Collection/Reporting

Seneca will utilize the APRICOT system to collect referral, service, and outcome data. Examples of information collected and stored include: attendance, behavior, and grade records from school records; program referral information; interventions; identified goals; the needs assessments; student and family contacts; etc.

Additionally, Seneca staff and Case Managers will participate in and support all evaluation activities as required by the evaluation plan and identified during the program development phase of programing. Seneca will be invited to participate in all program development activities relevant to their services.

Quality Assurance

Case Managers will be supervised and evaluated by their agency staff. Weekly individual and group supervision sessions will be conducted by their immediate supervisor. Individual supervisions will be conducted as often as possible at the school sites served by the Case Managers.

Case Managers will receive ongoing training in Wraparound, Unconditional Care, and Motivational Interviewing through Seneca's Department of Strategic Initiatives and Performance Improvement (SIAP). Seneca's Quality Assurance Department and SIAP Department will collaborate with the KKIS program to ensure accurate EBP data collection, tracking, and reporting.

Case Managers will maintain timely and accurate records so program staff can perform frequent fidelity checks on program implementation.

Geographic Service Area

Exhibit A: Scope of Work continued

Students and families who reside in all regions of Sonoma County can be served by this agreement.

Emergency Response: Continuity of KKIS Services

Continuity of KKIS Services

During a time of community crisis or declared emergency, Seneca's Keeping Kids in School (KKIS) program will continue to provide remote student/family support, case management services and district wide outreach/technical support to the extent it is safe for families and Seneca staff to do so. KKIS services will support student and parent engagement with school, linkage to appropriate resources for any significant identified needs, and supporting the improvement of overall school and/or district distance learning strategies.

Service Delivery

Seneca Case Managers will pivot to 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 students and their families to discuss what modes of connection are most appropriate.

Distance Learning Response Objectives

- Increase student accessibility, understanding and navigation to the school district's distance learning plan
- Coordinate and collaborate with school administrator to increase overall communication, connection and engagement between parents and school staff
- Improve student's ability to complete any academic work and offer coaching to both student and caregiver(s) to support with this
- Assess and support in student and families accessing community resources

Activities and Timelines

Communication:

- Within 48 hours of being informed of the need for remote services, Seneca Managers will communicate Seneca's ability to support students, families, schools, and to collaboratively develop plans to meet any identified needs.
- Within a timeframe agreed to by Probation and school district administrators, Case Managers will reach out to all students and families on current caseloads to assess for safety and any immediate needs (i.e. food, shelter, physical health, transportation, access to phone and/or other family members)
- Seneca will continue to provide regular updates to Probation and school district administrators, and continue to assess KKIS program needs for the duration of remote services.

Service Activity:

Exhibit A: Scope of Work continued

- Case Managers will establish consistent meetings or sessions with students 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 distance learning and engaging in collaborative problem solving with caregivers around these barriers.
 - Support with restructuring home routine to meet distance learning needs
 - Safety planning with students and caregivers around any higher-level needs
 - Supporting youth in practicing any regulation or coping skills via phone or video conferencing, in order to complete distance learning work or increase motivation
 - Provide caregivers with emotional support & coaching, linkage to community resources
- Supporting students and families by being a “bridge” between home and school when navigating distance learning, picking up schoolwork or resources, or connecting caregivers to school staff.
- Case Managers and/or Supervisors will continue to attend any school meetings (i.e. IMPACT, IEP, SAT meeting) through any identified virtual platform, and will offer any technical support as needed.
- Case Managers and Supervisors will also partner with each school district to offer and provide outreach to any Non-KKIS enrolled student(s) identified as having higher levels of concern or need, in an effort to support schools in having a more comprehensive understanding of school community needs.
- Supervisor(s) will also continue to offer any ideas and/or resources to school administrators to address barriers to distance learning and improve student access to education.
- Once it’s determined that distance learning will be ending, Case Managers will begin planning for students and families reintegration into the school environment. This may include but is not limited to:
 - Collaborating with caregivers regarding plans for transportation, morning routine, process any anxiety about return to school
 - Working with youth to solidify any coping skills, discuss any anxiety and safety plan for school accordingly.
 - Collaborate with caregivers regarding any other basic needs such as school supplies, lunch for school etc., and provide resources as needed.

Documentation

- Case Managers will continue completing KKIS required documentation and follow timelines for this documentation, in order to continue tracking service delivery frequency and types.
- Supervisors will develop and implement a method of tracking service delivery for all students enrolled in KKIS.
- Supervisors will also develop and implement a method of tracking outreach attempts, contacts and linkages of services for all Non-KKIS enrolled students. Seneca will provide this to schools and Probation partners as needed.

Exhibit A: Scope of Work continued

- Seneca will collaborate with Probation in integrating these data collection protocols into the KKIS data collection system, currently Apricot.

Distance Learning Response Outcomes

- Students and families will have improvements in accessibility and engagement in their school's distance learning plan.
- Students and families will be connected to community resources to address barriers in distance learning or mitigate any identified needs.
- Students who were on track to graduate/exit the program before the community crisis, will be able to continue this path towards graduation or certification.

Program Evaluation

- Case Managers and Supervisors will collaborate with Probation, schools and school districts to develop and implement a system to assess school engagement (Likert scale type – 0 – 5 for example) for students, in lieu of regular attendance reporting or when typical attendance reporting is not available from schools.
- Case Managers and Supervisors will collaborate with Probation, schools, and school districts to identify and define what a “successful exit” from KKIS looks like during distance learning.

Staffing and Resources

- Seneca will work with Probation and school districts to reassign staff based on need and accessibility of locations.

EXHIBIT B
BUDGET & FEE SCHEDULE

The following three charts outline cost of services and encompasses all program delivery costs. A list of the tasks to be completed, an estimate of time and rates associated with each task are included. Consultant will bill monthly.

Seneca Family of Agencies Sonoma Probation KKIS - Budget		
Payroll	FTE	
Program Director	0.05	\$ 4,556
Assistant Director	0.10	\$ 9,320
Program Manager	1.00	\$ 74,160
Case Managers	8.00	\$ 445,619
Health Information Specialist	0.75	\$ 42,580
Maintenance		\$ 8,453
Total	9.90	\$ 584,689
Benefits @	26%	\$ 152,019
Total Wages and Benefits		\$ 736,708
Operations		
Contract Services		\$ 500
Office Supplies		\$ 253
Telephone		\$ 6,455
Conference and Training		\$ 1,000
Mileage Reimbursement		\$ 26,157
Facility Interest		\$ 1,260
Gov't Taxes		\$ 200
Building Maintenance		\$ 1,880
Staff Recruitment		\$ 3,000
Utilities		\$ 840
Expendable Equipment		\$ 392
Equipment Repair and Maintenance		\$ 289
Depreciation Expense		\$ 1,272
Total Direct Expense		\$ 780,207
Allocable Overhead @	14%	\$ 109,229
Total Expense		\$ 889,436

Exhibit C
County of Sonoma Insurance Requirements Template #4

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

Standards for Insurance Companies

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

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County

Probation, Keeping Kids in School Initiative.

- 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.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

Juvenile Probation - Department B
7425 Rancho Los Guilicos Road
Santa Rosa, CA 95409

- c. 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.
- d. 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.
- e. 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.

EXHIBIT D
Juvenile Probation Fingerprinting Procedure for Community Based Organizations

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

1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.
2. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to (707) 565-2503.
3. CBO staff-member will contact the Probation HR, at (707) 565-2798 or (707) 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. CBO Staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.

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 to 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 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 Signature: _____ Date: _____

Witness Signature: _____ Date: _____

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