

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July, 1 2021 ("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 Nine-Million, One Hundred Fifty-Three Thousand, One Hundred and Twelve dollars (\$9,153,112), and includes the option to extend for three additional one year terms. 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, 2021 to June 30, 2024 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 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.

4.6 Termination for Non-Appropriation

County may terminate this Agreement at any time, upon giving Consultant thirty (30) days written notice, for any of the following reasons:

- a. County has exhausted all funds legally available for payments to become due under this Agreement;
- b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;

- c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
- d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

4.7 Change in Funding.

Consultant understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Consultant for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

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

CONSULTANT:

COUNTY: COUNTY OF SONOMA

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.

Seneca Family of Agencies

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

David M. Koch, Chief Probation Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

### **Program Overview**

Keeping Kids in School is a family-centered, strengths-based, outcome-oriented program that increases school attendance by supporting schools to create a safe, nurturing, and mutually respectful environment for students to learn and grow, and by addressing factors that lead to chronic absenteeism. Program services include (1) individualized, strengths-based, and collaborative case management services utilizing the principles of Wraparound for identified students and their families, and (2) contributions to system-level interventions that support school and community-wide improvements in attendance and student engagement.

The goals of KKIS are as follows:

1. Prevent future or further systems involvement and its associated costs by intervening early when school attendance problems begin to appear;
2. Improve school attendance for students receiving case management services;
3. Improve adherence to best practices in reducing chronic absenteeism and improving student engagement at the school, district, and program level; and
4. Increase collaboration with and across program sites, and with project partners.

### **Contractor Services**

Contractor will conduct the following activities in support of youth, families, and schools across all regions of Sonoma County:

#### **1. Collaborate with Project Partners.**

Contractor will work collaboratively in the identification and implementation of evidence-based practices for KKIS program services. Program development, implementation, and evaluation collaboration will occur throughout the contracted period and within three distinct groups:

- a. **School Partners.** KKIS Case Managers will attend regular school site meetings where they provide services, and will work together with each site to continuously improve KKIS services and outcomes. In addition to regular meetings with school staff at the case manager level, Contractor will schedule admin-level school site meetings to be held on a triannual or quarterly basis.
- b. **Project Team.** The Probation Department will dedicate time from one program manager and staff from Probation's Planning, Implementation, & Evaluation (PIE) team to support the project and lead project team meetings. Contractor will attend monthly 1-2 hour project team meetings focused on data collection and analysis, quality assurance, improving the program model, and maximizing performance.
- c. **Partnership to Keep Kids in School/Sonoma County SARB Meetings.** Contractor will help facilitate and prepare short presentations with Probation staff

for the Partnership to Keep Kids in School and Sonoma County SARB quarterly meetings. Presentations will include updates on the implementation of KKIS services across the county and helpful information about best practices in supporting chronically absent students.

## 2. Perform Case Management Services.

Contractor will provide case management services to referred youth under 18 who attend school in Sonoma County and are chronically absent (missing 10% or more of school). Contractor will utilize the team-based intensive case management and individualized planning services of Wraparound, the Unconditional Care treatment model, and the three-tiered truancy reduction model, Attendance Works to help students and caregivers develop strategies that reduce or extinguish truancy behaviors and mitigate the predictors and correlates associated with truancy.

- a. **Referrals.** Contractor will accept referrals from Sonoma County school districts, the Sonoma County Probation Department, and Sonoma County court partners including the presiding juvenile judge.
- b. **Caseloads and Length of Service.** One fulltime equivalent case manager will hold a minimum of 12-15 cases at one time. Length of service depends on student and family needs, and discharge occurs when the Student Attendance Team determines that the student has met their attendance goals and sustainable supports are firmly in place. The average time a student receives KKIS case management services should be no longer than one year per referral.
- c. **Assertive Engagement.** Contractor will use assertive engagement strategies that seek out students and families in need of support and enroll them in KKIS services. Case Managers will use assertive engagement strategies in each phase of the intervention process and effectively engage students and families from diverse backgrounds.

The Case Managers will approach engagement in a highly individualized manner, informed by the students' goals and priorities (e.g., working towards their GED, continuing with a school athletic team, feeling safer at school), as well as strategies to address barriers to school attendance (e.g., social anxiety, familial caretaking responsibilities, academic frustration).

- d. **Equity and Inclusion.** Contractor acknowledges and commits to addressing the disproportionate adverse outcomes related to school disconnection, chronic absenteeism, and the over-representation of youth of color in the juvenile justice system. Contractor will utilize the following techniques to address equity and inclusion:
  - Case management services will be Wraparound-informed and include collaborative planning and decision-making that will center the voices of youth and families of color. Contractor will survey students and families

- at the end of program services and perceptions of their roles in influencing program services and the effectiveness of the program on their student and family will be included in the KKIS Annual Report.
- Contractor will ensure that services and documents are provided in the family's preferred language, and all individuals will be identified by their preferred pronoun and name.
  - Any staff newly hired for this contract, or replaced during same, will be bilingual in Spanish, and bicultural to the extent possible.
  - Contractor will ensure and document that Case Managers are trained on how to do the following:
    - Cultivate a deep respect for each family's cultural background, beliefs, and values
    - Be responsive to the intersectional factors that together comprise a robust and nuanced cultural identity (e.g., race or ethnicity, socioeconomic status, language, religion, sexual orientation, gender expression or identity, ability, family constellation, education, and immigration status)
    - Explore how cultural factors impact a student or family's engagement with school and use this to inform solutions
  - KKIS Case Managers will be trained on a variety of equity topics including (1) supporting families with mixed-status needs, (2) the impact of differently-timed immigration journeys on families, and (3) effective engagement strategies with family members who view system involvement with fear and anxiety.
  - All reporting outlined in Section 7. will be disaggregated by race, gender, and any other factors shown by research to have disparate educational or juvenile justice outcomes to the extent possible. Contractor will discuss patterns in outcomes with Probation twice per fiscal year corresponding with the biannual KKIS Program Report. During these meetings, Contractor and Probation will explore, identify, and plan for the implementation of adjustments to program services in alignment with best practices.
- e. **Case Management Activities.** Contractor will provide case management services through three distinct phases that mirror the phases of Wraparound: engagement, action, and transition.

***Engagement Phase.*** Within three days of referral, a KKIS Case Manager meets with the student and family at their preferred location and time to provide an overview of services. The Case Manager completes a screening of the student and family to assess their strengths, physical and emotional safety needs, barriers to school attendance, and student risk of entering the justice system. KKIS staff use the following assessment tools with each student:

- Physical Health Screening,
- Risk Screening,

- AsQ Suicide-Screening Questionnaire (ASQ),
- Weapons Screening Questionnaire,
- KKIS Needs Assessment, and
- Juvenile Crime Prevention (JCP) Assessment.

For urgent concerns, the Case Manager works with the student, family, and team members to make necessary referrals and develop a Safety Plan that details a structured response for maintaining student stability.

During this time, the Case Manager works to engage the student, caregivers, family members, school staff, and other key figures in the student's life. The Case Manager works with the youth, family, and school staff to identify initial Student Attendance Team (SAT) participants, who may include school administrators, teachers, natural supports, probation officers, and others who are invested in the success of the student's attendance goals.

While building engagement with the student, family, and relevant stakeholders, the Case Manager begins to address the ways the family may have become disconnected from school as identified during the assessment process (e.g., challenges navigating the school system, lack of transportation, and/or linguistic barriers). Case Managers may offer parent education, modeling, coaching, supportive problem solving, and guidance to support their connection to school and improve overall family functioning.

**Action Phase.** The Action Phase begins with the first SAT Meeting (held within one month of program enrollment) and the implementation of the KKIS Action Plan:

- *Student Attendance Team (SAT) Meetings:* a meeting attended by SAT members and facilitated by the Case Manager that includes breaking down goals into concrete action steps and assigning them to team members. SAT Meetings are held at least monthly and more frequently as needed. They solicit input and decision making from the student, family, school representatives, and SAT members.
- *KKIS Action Plan:* a document that details the SAT's goals and interventions and is updated at each SAT meeting. The Action Plan is individualized to the youth and family's abilities, interests, strengths and needs.

The Case Manager communicates with all members of the student's support network between SAT meetings to ensure effective collaboration and maintain team momentum. The KKIS Case Manager ensures that all team members build their confidence and skills with the identified interventions, promoting greater continuity of support between the school and home environments. Throughout the action phase, the Case Manager maintains unwavering compassion, curiosity, and concern for each student and family's well-being, communicating dedication to and belief in their strengths and ability to thrive and achieve their goals.



The school and home-based interventions provided or facilitated by the case manager during the Action Phase are tailored to the unique needs of each student and family and can include:

- Supporting and monitoring student attendance, including frequent contact with KKIS school site personnel and supporting student transportation provision as needed
- Meeting with students at least biweekly to discuss progress, address attendance barriers, and identify opportunities to increase student engagement in school
- Providing parent coaching and skill-building; partnering with families to identify and implement opportunities for more structure in a student's life (e.g., routines, daily schedules, predictable expectations, etc.), developing rewards and consequences systems, and identifying tools and techniques to prevent future challenges
- Assisting students and families to navigate educational and social systems, including explaining truancy policy and attending truancy court with the student and family
- Using KKIS's strong network of provider partners to create linkages to resources and services that may help the student and family address truancy correlations, such as educational, mental health, substance use, legal, and transportation services
- Building the support system for each student and family through activities at school, home, and in the community that increase their level of engagement and connection

***Transition Phase.*** Transition out of the KKIS program is discussed collaboratively with the student, family, and school partners when the student's attendance has satisfactorily improved or if the student is exiting the program for any other reason. During the Transition Phase, the Case Manager prepares a portfolio for the student, family, and KKIS service team members that describes the following:

- Activities and services that were completed during KKIS program involvement
- Student and family strengths and accomplishments
- Lessons learned about successes and challenges with specific strategies
- A plan for sustaining accomplishments, including contact information for obtaining assistance in the future.

### **3. Provide System-Level Supports.**

Case Managers and KKIS staff will provide school reconnection supports to KKIS partner districts and agencies as they seek to improve their own efforts to reduce chronic absenteeism, increase student engagement, and align with best practices. Interventions

EXHIBIT A  
SCOPE OF WORK continued

will be identified in collaboration with project partners and may look different at each site, however, common activities include:

- Conducting monthly meetings with school staff or project partners to review students at risk for truancy
- Collaborating with student services, school administrators, and truancy court partners to target referrals
- Participating in Student Attendance Review Team (SART) meetings, Student Attendance Review Board (SARB) hearings, and truancy court mediation meetings.
- Implementing or supporting parent workshops, Coordination of Services Team (COST) meetings, attendance promotion activities, and recognition of student attendance
- Assessing school culture and climate needs
- Providing education for students and families on the importance of attendance for promoting academic achievement and success in young adulthood and beyond
- Providing coaching and training for school staff on truancy process, school climate, and behavior management

Contractor will develop an annual KKIS System-Level Support Plan for Probation to review and approve for the next fiscal year by June 30 of each fiscal year. The plan will include proposed system-level supports and staffing responsibilities, an analysis of school buy-in, and any relevant outcome reporting. In year 1, Probation agrees to fund .25 FTE for the School Climate Specialist, which will be assessed for continuation in subsequent years through the KKIS System-Level Support Plan, and reserves the right to discontinue the use of the position at any time.

#### **4. Align Service Delivery to Best Practices and Community Needs.**

Contractor will deliver services in alignment with best practices and County policy in reducing chronic absenteeism, recognizing the importance of strong relationships between the youth, family, and school community. Contractor will work with youth, families, and schools in a strengths-based and collaborative manner.

- a. **Training.** Case Managers will spend one day per week on site at Seneca for team meetings and training. All KKIS staff will complete Seneca's 80-hour New Employee Orientation and KKIS-specific trainings (initially and ongoing) on topic areas including Unconditional Education, the Sonoma County Attendance Review Board process, the Attendance Works Three-Tiered System of Intervention, restorative practices in schools, trauma-informed education, cultural humility, and data collection and evaluation. KKIS staff will complete a minimum of 40 hours of training each year covering areas such as trauma-informed/family-focused service delivery, suicide prevention, and cultural competency. Each KKIS staff person's professional growth and development will be supported through weekly individual supervision with the Program Supervisor and weekly team meetings with (1) all other KKIS staff and (2) all Seneca Sonoma community-based staff.

- b. **Co-location on School Campuses.** Fulltime-equivalent Case Managers will work four days per week at their assigned school sites.
- c. **Flexible Service Delivery.** While Case Managers will generally be available during school hours (8a.m. – 4p.m.), they will work flexible 40 hours per week schedules to accommodate the needs of students, family, schools, and project partners. At least one KKIS Seneca staff will always be available during school days/hours each day and Case Managers will identify this person with the use of out of office email messages and with voicemail recordings.

The contractor will pivot the service delivery model to provide remote services whenever necessary to meet individual student, family, or community needs.

- 5. **Participate in Results-Based Accountability.** Within six months of contract execution, Contractor will collaborate with Probation to develop and implement a Results Based Accountability Plan that identifies the population results that the program supports, and program performance measures to demonstrate how much was done, how well it was done, and the extent to which people are better off after program participation. The plan will include performance targets, data collection methods, and the frequency of data reporting and review with Probation.
- 6. **Collect and Share Data.** Contractor will share client-specific data with project partners for case coordination and evaluation purposes, in compliance with applicable statutes. A data management system of Probation's choosing will be used to collect referral, serve, and outcome data by the Contractor. Information collected and entered by KKIS program staff include attendance, behavior and grade records from school records; program referral and exit information; interventions, identified goals; needs assessments; and student and family contacts. Additionally, Contractor will report on student-level progress with KKIS team members and partners through regular SAT, school site, and project team meetings.
- 7. **Report on Service Delivery and Program Outcomes.** Contractor will synthesize program-level data bi-annually with a mid-year (February 1) and end-of-year (August 1) KKIS Program Report. Contractor will work with Probation and Social Solutions to update Apricot to offer expanded reporting capabilities for the program including bi-annual individual school district reports at the same time intervals as the aggregate KKIS Program Report. Reports will be presented biannually by Contractor to school/agency partners and at the Partnership to Keep Kids in School and County SARB meetings.

EXHIBIT B  
BUDGET & FEE SCHEDULE

The following charts outline cost of services and encompasses all program delivery costs.

Seneca Budget	7/1/21- 6/30/22	7/1/22- 6/30/23	7/1/23- 6/30/24	Total
Salaries	598,350	615,848	650,844	1,865,043
Benefits	161,555	166,279	175,728	503,562
Rental / Lease	2,945	2,945	2,945	8,835
Utilities/Main	2,785	2,785	2,785	8,355
Phone/Comm	9,738	9,738	9,738	29,214
Equip	3,557	3,557	3,557	10,671
Office	488	488	488	1,464
Mileage	25,968	25,968	25,968	77,904
Training/Con	2,164	2,164	2,164	6,492
Recruitment	2,976	2,976	2,976	8,927
ICR 14.0	113,474	116,585	122,807	352,865
<b><u>Total @ Current Schools</u></b>	<b><u>923,999</u></b>	<b><u>949,333</u></b>	<b><u>1,000,000</u></b>	<b><u>2,873,332</u></b>
Up to 5.0 Add'l CM @ \$109,326	546,630	546,630	546,630	1,639,890
Total Costs	1,470,629	1,495,963	1,546,630	4,513,222
Option to Extend				4,639,890
Total Not To Exceed				9,153,112

Monthly costs to be billed by the 15<sup>th</sup> of each the month following the service month and will be actual. Totals are held to the fiscal year only, not by the individual line-items.

EXHIBIT B  
BUDGET & FEE SCHEDULE continued

Detail of staff costs are in the chart below.

		Sal	Fringe	Total
Exec Dir	0.01	1,500	405	1,905
Program Director	0.05	5,500	1,485	6,984
Program Supv	1.00	77,002	20,790	97,792
School Climate Spec (SCS)	1.00	69,992	18,898	88,890
Case Managers	8.00	447,949	120,946	568,895
Health Info Spec	0.75	40,560	10,951	51,511
Sr. Adm Asst	0.01	542	146	688.93
Facility Manager	0.10	7,800	2,106	9,906
	10.92	650,844	175,728	826,573

In year one (1), Probation agrees to fund .25 FTE for the School Climate Specialist. The position will be assessed during year 1, and Probation reserves the right to discontinue the use of the position or to fund at less than 1.0 FTE if the program does not warrant the full time position. With Probation approval, the School Climate Specialist position will increase to .5 FTE in year two (2), and to 1.0 FTE year three (3) forward.

EXHIBIT B  
BUDGET & FEE SCHEDULE continued

The below chart represents the cost of a Seneca Case Manager. If additional KKIS services are deemed necessary and are cost neutral to Probation, amendments to this agreement will be formalized using this fee schedule for additional services.

		Total FTEs	Annual Cost
Program Supervisor	77,000	0.13	10,010
Case Managers	56,000	1	56,000
HIS	54,080	0	4,867
Facility Manager			720
Benefits @ 27%			19,331
Expendable Equipment			366
Telephone			1,098
Staff Training/Professional Dev			244
Travel/Mileage Reimbursement			2,928
Staff Recruitment Materials			336
Total Direct Expenses			95,900
Allocable Overhead @ 14.0 %			13,426
Total Costs for Add'l CM			109,326

If the option to renew after the initial three year term is exercised, both parties will agree to a budget beforehand which will not exceed One Million Five-Hundred Thousand, Five-Hundred Forty-Six Thousand, Six Hundred and Thirty dollars (\$1,546,630) per year (inclusive of up to 5 additional case managers), and will be offset in part by schools/districts agreement to participate in the KKIS program by contributing funding at amounts to be determined.

**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)**

**EXHIBIT E**  
**MODEL KKIS SERVICE ORDER**

SAMPLE

Keeping Kids in School Service Order

Addendum Number:

Addendum Date:

This addendum specifies additional Keeping Kids in School Services to be provided by Seneca Family of Agencies ("Consultant") to County of Sonoma, a political subdivision of the State of California ("County"). All terms and conditions of the Keeping Kids in School Agreement between Consultant and County, dated ("Effective Date"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the Agreement, the terms of this addendum shall prevail.

1. DESCRIPTION OF ADDITIONAL SERVICES

2. FEES

ACCEPTED:

County of Sonoma  
Signature: SAMPLE  
Name:  
Title:  
Date:

Seneca Family of Agencies  
Signature: SAMPLE  
Name:  
Title:  
Date:

School District Name  
Signature:  
Name:  
Title:  
Date: