

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated (4/9/24) and is between The Neurosequential Model Network, LLC, a limited Liability Corporation whose address is 3733- 1 Westheimer Road, # 1039, Houston, Texas, 77027 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County, through its Department of Social Services (DSS), is in need of specialty training services in Fresno County for ongoing service and practice enhancement;

B. Contractor, through their thirty-years' experience in research, clinical practice, and government consulting, has developed a model based upon neuroscience, child development and trauma-informed care that addresses the complex needs of youth and families involved in the Child Welfare System;

C. Contractor is willing and able to provide specialized training services as needed by the County, pursuant to the terms of this Agreement; and

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Work.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Work."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled

1 "Scope of Work".

2 2.2 The County shall provide oversight and collaborate with Contractor and community
3 agencies to help achieve training goals and outcomes.

4 2.3 County shall participate in evaluating the progress of the overall training, and the
5 efficiency of collaboration with the Contractor staff and will be available to Contractor for
6 ongoing consultation.

7 2.4 County shall receive and maintain site certification of the training from Contractor
8 throughout the term of contract.

9 2.5 County shall track training progress and maintain a training schedule to ensure the
10 agreed upon services are delivered and documented.

11 **Article 3**

12 **Compensation, Invoices, and Payments**

13 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
14 the performance of its services under this Agreement as described in Exhibit B to this
15 Agreement, titled "Compensation."

16 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
17 under this Agreement is Five Hundred Thousand and No/100 dollars (\$500,000). The greatest
18 cost factor under this agreement is contingent upon number of training participants and
19 therefore compensation by year is based on estimates which support possible fluctuation of staff
20 at any given time. For the period from execution to June 30, 2025, in no event shall the
21 compensation paid for services performed under this agreement be in excess of One Hundred
22 Nineteen Thousand Five Hundred and No/100 dollars (\$119,500). For the period of July 1, 2025
23 to June 30, 2026, in no event shall the compensation paid for services performed under this
24 agreement be in excess of One Hundred Sixty-One Thousand Five Hundred and No/100 dollars
25 (\$161,500). For the period of July 1, 2026 to June 30, 2027, in no event shall the compensation
26 paid for services performed under this agreement be in excess One Hundred Ninety-One
27 Thousand Five Hundred and No/100 dollars (\$191,500). For each 12-month extension period, in
28

no event shall compensation paid for services performed under this Agreement be in excess of Thirteen Thousand Seven Hundred Fifty and No/100 dollars (\$13,750).

The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.1 **Invoices.** Contractor shall invoice County's DSS in arrears by the tenth (10th) of each month at the beginning of the new quarter for expenditures incurred on services rendered in the previous quarter to: DSSInvoices@fresnocountyca.gov with a copy to the assigned County's DSS Staff Analyst. A quarterly activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to the County's DSS.

At the discretion of County's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or detail, County's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to Contractor. Contractor agrees to continue to provide services for a period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90) day period the invoice has still not been corrected to County's DSS satisfaction, County or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Article Seven (7) of this Agreement.

3.2 **Payment.** Payments shall be made by County to Contractor in arrears, for services provided during the preceding quarter, within forty-five (45) days after the date of receipt, verification, and approval by County. All final invoices shall be submitted by Contractor within sixty (60) days following the final month of service for which payment is claimed. No action shall

be taken by County on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to County.

3.3 Incidental Expenses. The Contractor is solely responsible for all costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective upon execution through June 30, 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director, Department of Social Services or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Director, Department of Social Services
County of Fresno
205 W. Pontiac Way
Clovis, CA 93612

For the Contractor:

Neurosequential Model Network, LLC
3733- 1 Westheimer Road, # 1039
Houston, Texas, 77027

5.2 Change of Contact Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

1 (A) Modify the services provided by the Contractor under this Agreement; or

2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has
5 occurred, the County may give written notice of the breach to the Contractor. The written
6 notice may suspend performance under this Agreement, and must provide at least 30
7 days for the Contractor to cure the breach.

8 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
9 time stated in the written notice, the County may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when, in the determination of the
11 County, the Contractor has:

12 (1) Obtained or used funds illegally or improperly;

13 (2) Failed to comply with any part of this Agreement;

14 (3) Submitted a substantially incorrect or incomplete report to the County; or

15 (4) Improperly performed any of its obligations under this Agreement.

16 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
17 County may terminate this Agreement by giving at least 30 days advance written notice to the
18 Contractor.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 6 is without penalty to or further obligation of the County.

21 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
22 6, the County may demand repayment by the Contractor of any monies disbursed to the
23 Contractor under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 7.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 8**

19 **Indemnity and Defense**

20 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
21 County (including its officers, agents, employees, and volunteers) against all claims, demands,
22 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
23 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
24 the performance or failure to perform by the Contractor (or any of its officers, agents,
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in
26 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
27 defend the County.

28 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

1 **Article 9**

2 **Insurance**

3 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, Record Maintenance and Public Records**

7 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
8 the County may examine at any time during business hours and as often as the County deems
9 necessary, all of the Contractor's records and data with respect to the matters covered by this
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
11 request by the County, permit the County to audit and inspect all of such records and data to
12 ensure the Contractor's compliance with the terms of this Agreement.

13 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement.

18 10.3 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractor may provide to the
20 County. The County's public disclosure of this Agreement or any record or data that the
21 Contractor may provide to the County may include but is not limited to the following:

22 (A) The County may voluntarily, or upon request by any member of the public or
23 governmental agency, disclose this Agreement to the public or such governmental
24 agency.

25 (B) The County may voluntarily, or upon request by any member of the public or
26 governmental agency, disclose to the public or such governmental agency any record or
27 data that the Contractor may provide to the County, unless such disclosure is prohibited
28 by court order.

1 (C) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure under the Ralph M. Brown Act (California
3 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

4 (D) This Agreement, and any record or data that the Contractor may provide to the
5 County, is subject to public disclosure as a public record under the California Public
6 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
7 with section 6250) ("CPRA").

8 (E) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as information concerning the conduct of the
10 people's business of the State of California under California Constitution, Article 1,
11 section 3, subdivision (b).

12 (F) Any marking of confidentiality or restricted access upon or otherwise made with
13 respect to any record or data that the Contractor may provide to the County shall be
14 disregarded and have no effect on the County's right or duty to disclose to the public or
15 governmental agency any such record or data.

16 **10.4 Public Records Act Requests.** If the County receives a written or oral request
17 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
18 and which the County has a right, under any provision of this Agreement or applicable law, to
19 possess or control, then the County may demand, in writing, that the Contractor deliver to the
20 County, for purposes of public disclosure, the requested records that may be in the possession
21 or control of the Contractor. Within five business days after the County's demand, the
22 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
23 possession or control, together with a written statement that the Contractor, after conducting a
24 diligent search, has produced all requested records that are in the Contractor's possession or
25 control, or (b) provide to the County a written statement that the Contractor, after conducting a
26 diligent search, does not possess or control any of the requested records. The Contractor shall
27 cooperate with the County with respect to any County demand for such records. If the
28 Contractor wishes to assert that any specific record or data is exempt from disclosure under the

1 CPRA or other applicable law, it must deliver the record or data to the County and assert the
2 exemption by citation to specific legal authority within the written statement that it provides to
3 the County under this section. The Contractor's assertion of any exemption from disclosure is
4 not binding on the County, but the County will give at least 10 days' advance written notice to
5 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
6 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
7 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
8 failure to produce any such records, or failure to cooperate with the County with respect to any
9 County demand for any such records.

10 **Article 11**

11 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

12 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
13 or changes its status to operate as a corporation.

14 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
15 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
16 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
17 County before commencing the transaction or immediately after.

18 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
19 a party and in which one or more of its directors, as an individual, has a material financial
20 interest.

21 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
22 function or responsibility for planning and carrying out of the services provided under this
23 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
24 addition, no employee of the County shall be employed by the Contractor under this Agreement
25 to fulfill any contractual obligations with the County. The Contractor shall comply with all
26 Federal, State of California and local conflict of interest laws, statutes and regulations, which
27 shall be applicable to all parties and beneficiaries under this Agreement and any officer,
28 employee or agent of the County.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written consent by both
5 parties. The Contractor acknowledges that County employees have no authority to modify this
6 Agreement except as expressly provided in this Agreement.

7 12.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is
8 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal
9 documentation of the name change, County will process the agreement. Payment of invoices
10 presented with a new name cannot be paid prior to approval of said agreement.

11 12.3 **Public Information.** Contractor shall disclose County as a funding source in all
12 public information and program materials developed in support of contracted services.

13 12.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
14 under this Agreement without the prior written consent of the other party. Any transferee,
15 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
16 applicable State and Federal regulations. Contractor shall be held primarily responsibly by
17 County for the performance of any transferee, assignee or subcontractor unless otherwise
18 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not
19 entitle Contractor to any additional compensation than provided for under this Agreement.

20 12.5 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 12.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 12.7 **Construction.** The final form of this Agreement is the result of the parties' combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
28

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 12.8 **Days.** Unless otherwise specified, “days” means calendar days.

4 12.9 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 12.10 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 12.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 12.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 12.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 12.14 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 12.15 **Authorized Signature.** The Contractor represents and warrants to the County that:

4 (A) The Contractor is duly authorized and empowered to sign and perform its
5 obligations under this Agreement.

6 (B) The individual signing this Agreement on behalf of the Contractor is duly
7 authorized to do so and their signature on this Agreement legally binds the Contractor to
8 the terms of this Agreement.

9 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

11 (C) An "electronic signature" means any symbol or process intended by an individual
12 signing this Agreement to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

16 (D) Each electronic signature affixed or attached to this Agreement (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this Agreement
18 for all purposes, including but not limited to evidentiary proof in any administrative or
19 judicial proceeding, and (2) has the same force and effect as the valid original
20 handwritten signature of that person.

21 (E) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (F) Each party using a digital signature represents that it has undertaken and
25 satisfied the requirements of Government Code section 16.5, subdivision (a),
26 paragraphs (1) through (5), and agrees that each other party may rely upon that
27 representation.
28

1 (G) This Agreement is not conditioned upon the parties conducting the transactions
2 under it by electronic means and either party may sign this Agreement with an original
3 handwritten signature.

4 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
5 original, and all of which together constitute this Agreement.

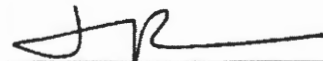
6 [SIGNATURE PAGE FOLLOWS]
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The parties are signing this Agreement on the date stated in the introductory clause.

The Neurosequential Model Network, LLC

COUNTY OF FRESNO



Jana Rosenfelt, President

3733- 1 Westheimer Road, # 1039,
Houston, Texas, 77027



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

For accounting use only:

Org No.: 56107001
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

SB: td

Scope of Work

<u>Consultant:</u>	Neurosequential Model Network, LLC
<u>Services:</u>	Community Engagement Overview; General Training; Cohort Training
<u>Contact:</u>	Jana Rosenfelt, President, Neurosequential Model Network
<u>Phone/Email:</u>	(281) 932-1375 / jlr@neurosequential.com ,
<u>Contract Period:</u>	Three (3) Years (April 09, 2024 – June 30, 2027)
<u>Max. Contract Amount:</u>	\$500,000.00

Background/Intent

The Neurosequential Model Network (NMN) has developed a set of training materials, supervised training experiences and clinical practice tools to help clinicians develop the capacity to use the Neurosequential Model with the children, youth and adults they serve. The Neurosequential Model of Therapeutics provides a clinical team with a neurodevelopmentally informed, biologically respectful perspective on human development and functioning. The Neurosequential Model of Therapeutics (NMT) uses this perspective in the clinical problem-solving process. While not being a specific therapeutic technique or intervention, NMT is a way to organize developmental history and current functioning to inform the clinical decision-making and treatment planning process. This approach integrates core principles from neurodevelopment, developmental psychology, traumatology, sociology and a range of other disciplines to create a framework which helps provide a comprehensive understanding of the child, family and their broader community. An NMT certification process has been created to provide a structured, manualized capacity-building process allowing a clinician or clinical team to effectively utilize the NMT assessment and clinical practice tools in their work. DSS will use the Neurosequential Model of Therapeutics as the foundational clinical treatment model approach to focus on all aspects of youth wellbeing and social supports to reduce the

maladaptive behaviors youth express due to their individual trauma responses. DSS child welfare will use the elements of this approach (the Neurosequential Model: NM) to develop appropriate treatment and or communication skills to work with families and youth with complex needs to develop stabilization plans, placement matching and support, trauma coping skills, reconnections to family and significant social supports, and other areas of need that will reduce maladaptive behaviors to increase overall wellness outcomes for youth in out-of-home care and support reunification/permanency efforts. Introduction to the core concepts of the Neurosequential Model will inform staff of the protective factors and key concepts and provide an understanding of how a child's brain works through their life experiences and trauma. NMT certification, and the complementing Introduction to the Neurosequential Model trainings, will teach staff how to approach family communication, enhance protective factors to support youth develop positive coping skills, and build positive social networks that support the youth's self-regulation. Below are the identified protective factors:

- Social Connections – social network for the family
- Concrete Supports – Food, housing, transportation, clothing, access to services
- Knowledge of parenting and child development
- Social and Emotional competence – positive relationships
- Resilience - ability to cope with stress of everyday life

Summary of Services from NMN

The County of Fresno, through its Departments of Social Services, Public Health and Behavioral Health will partner with the Neurosequential Model Network (NMN) to help build an infrastructure that will support establishing NMT in Fresno County. Trainings requested from NMN are as follows:

1. Community Engagement Overview
2. Introduction to NM: Core Capacity building
3. NMT Certification Cohort Training
4. Senior Supervisor/Leadership consultation and training support

Training Type	Population	Service Details
---------------	------------	-----------------

Community Engagement Overview and Introduction to NM	DSS, DBH, DPH staff Community Partners	<p>-NMN team to develop and deliver a hybrid in-person/virtual presentation of NMT introducing the model to Fresno County.</p> <p>-Presentation to be recorded and archived as available training for those unable to attend in person.</p> <p>-DSS and NMN will collaborate to develop specific presentation design, scheduling and materials that will support a sustainable training infrastructure</p>
Introduction to NM: Core concept & initial capacity building	Fresno County direct service delivery staff Community Partners	<p>- Limited training series including select modules from NMN's available trainings</p> <p>-Training will entail deeper introduction to NM and NMT core concepts and an overview</p> <p>-NMN will collaborate with DSS to develop training including multi-media materials and scheduling.</p> <p>- The NMN will develop a guided didactic training process to utilized various multimedia NM resources to support approximately 1000 individuals over the term of the contract</p> <p>-Training will be recorded and archived to further support a sustainable training infrastructure.</p>
NMT Certification: Cohort training Clinical Staff Non-clinical Leadership & staff	<p>DBH Licensed clinical staff</p> <p>DPH Clinical Nursing staff</p> <p>LCSW staff from Community Partners</p> <p>DSS MSWs</p>	<p>-LCSWs and Clinical Nursing staff will receive Phase I and Phase II training and certification</p> <p>-Select trained clinicians will receive Training for Trainers Certification.</p> <p>-For select CWS MSW staff, Phase I training will be provided with the inclusion of Board of Behavioral Sciences licensure hours.</p> <p>Phase I Training entails:</p>

		<p>-15-hour pre-requisite and 10-12 months training</p> <p>-Approximately 120 hours live meetings, multi-media recordings and readings</p> <p>-NMT Phase I certification for LCSW and clinical nursing staff</p> <p>Phase II Training entails:</p> <p>-Train the Trainer (TTT) certification. This will be offered to select LCSW/Clinical Nursing staff or qualified DSS staff to continue to support the development of NMT training infrastructure.</p> <p>- Upon the completion of Phase II, these staff are qualified to support & deliver Phase I certification for system 'internal' staff</p> <p>Fidelity:</p> <p>-Site (Fresno County) certification will receive annual maintenance.</p>
Senior supervisor & Leadership consultation & support	Selected supervisory & leadership across the project	A monthly training, support and program consultation time (hour/month) will be provided by Dr. B. Perry to support capacity building and program development and implementation

- NMN will conjointly collaborate with Fresno, State and other County partners to inform further statewide infrastructure.

County Responsibilities

1. Ensure cohort staff attend live study-groups and other requirements of Phase I and Phase II training.
2. Develop roster for trainings in collaboration with the Neurosequential Model Network
3. Upon completion of NMT Phase II-Train the Trainer, select certified staff will provide and support Phase I NMT certification to County staff and community partners.
4. To ensure Site Certification, fidelity of the model, continued implementation and support building permanent infrastructure in service delivery, DSS will participate in annual

renewal/-recertifications and additional new cohort trainings. DSS will further purchase Tokens to receive additional training materials/reports, tools, etc.

5. Coordinate and provide training venue as needed.
6. Collaborate with State and County partners to inform further statewide infrastructure.

Budget Summary – Year 1

Service	Cost
Community Engagement Overview	\$6000.00
Introduction to NM: Core Concepts	\$20,000.00
NMT Phase 1 Certification: 21 Staff @ \$3500 / staff	\$73,500.00
Senior Supervisor Consultation and Training	\$20,000.00
<u>Total</u>	<u>\$119,500.00</u>

Budget Summary – Year 2

Service	Cost
Introduction to NM: Core Concepts	\$20,000.00
NMT Phase 1 Certification: 21 Staff @ \$3,500 / staff	\$73,500.00
NMT Phase 2 Certification: 8 Staff @ \$6,000 / staff	\$48,000.00

Senior Supervisor Consultation and Training	\$20,000.00
<u>Total</u>	<u>\$161,500.00</u>

Budget Summary – Year 3

Service	Cost
Introduction to NM: Core Concepts	\$20,000.00
NMT Phase 1 Certification: 15 Staff @ \$3,500 / staff	\$52,500.00
NMT Phase 1 Internal Certification: 80 Staff @ \$500 / staff	\$40,000.00
NMT Phase 2 Certification: 8 Staff @ \$6,000 / staff	\$48,000.00
NMT Site Certification Maintenance	\$3,000.00
Annual License for NMT Metric Tokens	\$8,000.00
Senior Supervisor Consultation and Training	\$20,000.00
<u>Total</u>	<u>\$191,500</u>

Budget Summary – Year 4

Service	Cost
NMT Site Certification Maintenance	\$3,000.00
Annual License for NMT Metric Tokens	\$10,750.00
<u>Total</u>	<u>\$13,750</u>

Budget Summary – Year 5

Service	Cost
NMT Site Certification Maintenance	\$3,000.00
Annual License for NMT Metric Tokens	\$10,750.00
<u>Total</u>	<u>\$13,750.00</u>



The Neurosequential Model of Therapeutics®
Letter of Agreement Site Training Certification - Phase I

I. Purpose

This letter will articulate the key elements of agreement in the relationship between *The Neurosequential Model Network, LLC (NMN)* and COUNTY OF FRESNO with a billing address of 205 W. Pontiac Way, Bldg. 2 Clovis, CA 93612, regarding the training and services related to Phase I certification for 21 Individuals in the use of the Neurosequential Model of Therapeutics® (NMT). Successful completion of Phase I provides the necessary certification to be eligible for advanced NMT Clinical Training and participation in the Phase II/Train-the-Trainer program or the NMT Maintenance Program.

II. Parameters of the Project: Overview

NMT Certification is a training process. It is meant to certify exposure to, and participation in, training activities. It is not certification of clinical competence or skill. The NMT is not promoting or excluding any specific clinical assessment or therapeutic techniques. The current project with COUNTY OF FRESNO is a clinical enhancement, capacity building project. It provides exposure to the core concepts underlying the NMT and to the clinical application of this approach with children and families. It is not program development or training in a particular clinical modality. Completion of Phase I confers no special affiliation with the NMN, nor does it comprise endorsement by the NMN for independent application of principles or practices presented during this introduction to the NMT process.

III. Period

- A. The duration of this letter of agreement is three years beginning April 9, 2024.
- B. This agreement may be extended for two consecutive 12-month periods beyond the initial training period by mutual agreement based upon continuing mutual interest.
- C. This agreement may be terminated by either the NMN or COUNTY OF FRESNO for any reason by providing thirty days written notice to the other party.

Participant Initials: 

IV. Funding and Payment

The payment information below articulates payment for Year One. Years Two, Three and Optional Four and Five will be jointly determined by NMN and COUNTY OF FRESNO in advance of the onset of each year. Training dollars for Years One, Two and Three are, collectively, not to exceed \$500,000.

1. COUNTY OF FRESNO shall pay the NMN \$73,500 USD total for services rendered and related products in accordance with NMT Training Certification terms of this agreement.
2. COUNTY OF FRESNO shall pay the NMN \$6,000 USD total for services rendered in accordance with a hybrid Community Engagement Overview event (exact date TBD).
3. COUNTY OF FRESNO shall pay the NMN \$20,000 USD total for services rendered and related products in accordance with a general training package for direct service delivery staff and community partners.
4. COUNTY OF FRESNO shall pay the NMN \$20,000 USD total for services rendered and related products in accordance with consultation and support services for Senior supervisors and leadership

(This sum of \$119,500 for Year One can be paid in 1 payment due on or before April 9, 2024 or in 2 equal payments of \$59,750 due on or before April 9, 2024 and October 1, 2024.) An initial invoice will be sent via e-mail, and an invoice will be sent for the 2nd payment to those paying in instalments. Checks will be made payable to "The Neurosequential Network" and sent to

The Neurosequential Network
3733- 1 Westheimer Rd., #1039
Houston, TX 77027-5226 Attn.:
Attn.: Jana Rosenfelt, M.Ed.

In the event of early termination, COUNTY OF FRESNO will be invoiced for the cost of all completed seminars and consulting services and for delivered media minus payments received. Phase I is a 12-month program. The NMN will provide an extension for up to six months beyond the initial training period time at no cost. Beyond the 18-month timeframe, Sites will be required to enroll in Phase II/TTT, the Maintenance Phase, or pay a "continuation" fee of \$2000/year for continued access to their training accounts, online program resources, and the NMT Clinical Practice Tools.

Participant Initials: 

V. Deliverables: Key Elements of the Certification Process

The NMN will provide deliverables to each individual participant, and it will be the responsibility of the Site and its participant to track curriculum completion and submit Phase I checklists. Further, after successful completion of the Phase I certification process, the Site will be given Site Phase I Certification status and become eligible for continuation with Phase II/Train-the-Trainer program or for NMT Site Maintenance.

Phase I: Introduction to the Key Concepts, Principles and Rationale for the NMT

1. Multimedia Content

- 1) View NMN Multimedia content (video content, recorded presentations, NMN YouTube Channel Seven Slide Series sessions, etc.) according to training syllabus.

2. Readings

- 1) Complete package of required readings according to training syllabus. **PARTICIPANTS MUST OBTAIN THEIR OWN COPIES OF *The Boy Who Was Raised as a Dog and What Happened to You?***

3. NMT Core Certification Series Recordings

- 1) View 10 Case-based training sessions according to syllabus. 90-minutes each.

4. Case-based Seminars: Recordings of NMT Mentor-led Case-based Training Series

- 1) View 10 sessions of 2021 Series Case Discussions. 90-minutes each.

5. NMT Online Clinical Practice Tools (also known as the NMT Metrics)

- 1) View 2 recording Metric tool training sessions.
- 2) Access to NMT Online Clinical Practice Tools to allow the participants to become familiar with the NMT metrics. Unlimited tokens per participant are included in Phase I training. Participants MUST complete 2 "Typical" reports, 1 Fidelity reports, and 7 client reports for a total minimum of 10 metric reports in Phase I.
- 3) Participants must call in live or view recordings of the monthly Metric Scoring Calls/NMT Implementation Calls.

Participant Initials: 

4) Participants must complete all Fidelity Exercises: On an annual basis, all NMT-certified and NMT-certification training clinicians will be required to score 1 case using the NMT Online Clinical Practice Tools. Each participant will be provided a case abstract, and a one-hour online session will be devoted to question/answer about the case. Participants then must submit scored reports by a set date.

- All clinicians using the tool will be required to participate.
- Tokens to complete Fidelity reports are provided in the Phase I included tokens.

Following the submission deadline,

- NMN staff will distribute a scored report and self-scoring instructions.
- NMN will provide feedback via a 30-minute recorded discussion of common scoring areas where errors occurred.

6. Study Group Meetings

1) Participants will be assigned to a Certification Study Group and must participate in two monthly, 1-hour conference calls focused on discussion of the training content. An NMT Mentor and participants in the NMT TTT Program (Phase II) will facilitate the study group meetings.

7. Elective NMT Interest Groups

1) Participants may choose but are not required to participate in monthly NMT Interest Group calls and/or office hours. NMN will provide more information about various interest group meetings to enrolled participants.

VI. Requirements

Clinicians/professionals participating in NMT Training Certification must participate in each element of Phase I. Each Site is responsible for maintaining attendance and participation documentation and ensuring compliance with certification requirements and attendance/participation records for each activity (e.g., live trainings, case-based staffings, readings, etc). Attendance records should be provided to NMN on a quarterly basis. Participants that fail to maintain and provide records on a regular basis will not meet criteria for certification.

VII. Research and Outcomes

While we recognize the value of this model for use in the long-term tracking of children with whom participants work, it is not appropriate for participants to use NMT metrics for outcome or research studies until fully certified. Once certified, the use and evaluation of the NMT in outcome studies is welcomed and encouraged.

Participant Initials: 

As the NMN has an obligation to ensure fidelity to the NMT as the evidence base grows, we ask that the NMN Research Collaborative be aware of, and in some cases, involved in the design, implementation and analysis of the data from outcome or research studies using the NMT. The purpose of these policies and those related to the use of NMT for research is to ensure that high fidelity is maintained during the training and exporting process. In order to fairly “study” the impact of the NMT on outcomes or to use the NMT as part of other program elements with the intent of following outcomes, it is essential that the users are actually fully certified and maintain acceptable fidelity. The NMN Fidelity process is established to ensure that this is possible. The intent is not to restrict evaluation or inhibit independent evaluation of the NMT – it is merely to ensure that when independent evaluation is conducted it is actually studying the impact of NMT and not low fidelity variations.

The NMT metrics may not be modified in any way. Any modification of NMT metrics will be considered copyright infringement. Sites, individuals or fellows who are found to be using modified NMT metrics will have certification status or fellow relationship terminated and legal action may be pursued. Any unauthorized use of NMT metrics for clinical or research purposes without specific written consent of the NMN will result in the termination of this agreement and the cessation of training activities, including publishing, presenting or otherwise sharing any NMT data.

Participants may not record staffings in any way (i.e., audio, video or transcription), and information from staffings may not be included in the child’s chart or case record unless previously arranged with the NMN under separate agreement.

The NMT metrics may not be used for any purpose aside from the specific educational and clinical use in the NMT staffings conducted by Dr. Perry or other NMN staff. The only exception is the set of organizations working towards NMT site certification. The use of the metric with each site will be individually determined based upon the current status of the certification process. NMT Metrics may be used for research, outcome or clinical purposes either during certification training or following certification with permission from the NMN.

VIII. Confidentiality and Accountability

Parties and participants shall strictly adhere to the ethical principles and confidentiality requirements of the American Psychiatric Association and National Association of Social Workers. Families of children staffed as part of NMT Training Certification may be asked to sign a consent form prior to the case-based staffing. If so, the presenter should retain a copy of the consent form to be provided to NMN at the time the case abstract and metrics are submitted or in the future if necessary.

Participant Initials: 

I. Materials

Training materials and handouts – All materials created by the NMN for the NMT or any other material developed by the NMN are the Intellectual Property of Dr. Bruce D. Perry and the Neurosequential Network. All materials are subject to Copyright. Unauthorized duplication is a violation of applicable laws. The materials developed for the NMT or Cased-Based Training Seminars may not be re-purposed by individual participants, participating organizations or by COUNTY OF FRESNO (e.g., posted on the web, reproduced for other presentations or distribution) without specific, prior written permission from the NMN.


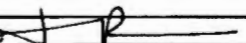
II. Promotional Material

Participants may not use NMN, NMT or Dr. Perry's name in any way in fund-raising or promotion without *prior specific written permission*.

The Neurosequential Model Network, LLC must proof any promotional or descriptive materials pertaining to the Phase I and Phase II introduction to NMN Neurosequential Model of Therapeutics training. This policy applies to discussing NMN or the NMT in any publicity (i.e., print media, radio or television) or fundraising materials. The proofing of this material may take place via e- mail and must be received 2 weeks prior to the date needed.

It is essential that the NMN review all documents before they go out to ensure the accuracy of information, attribution and other information about the NMT or The Neurosequential Model Network, LLC. Please email all drafts to info@neurosequential.com.

Failure to comply may result in termination of this agreement.

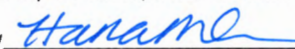
COUNTY OF FRESNO	The Neurosequential Model Network, LLC
Signature 	Signature 
Printed Name: Nathan Magsig	Printed Name: <u>Jana Rosenfelt, M.Ed.</u>
Title: <u>Chairman, Fresno County Board of Supervisors</u>	Title: <u>President, The Neurosequential Model Network, LLC</u>
Date <u>4-9-2024</u>	Date <u>3/20/2024</u>

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (C) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (D) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and

volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

Acceptability of Insurers. All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (B) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (C) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (D) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (E) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (F) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	