

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Sun Street Centers

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

substance abuse recovery services and case management to CalWORKs customers through Pueblo Del Mar

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$495,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10A for list of exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Anna Foglia Executive Director
<hr/> Name and Title 1000 S. Main Street Salinas, CA 93901	<hr/> Name and Title 11 Peach Street Salinas, California 93901
<hr/> Address 831-755-4430	<hr/> Address 831-753-5144
<hr/> Phone:	<hr/> Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
DocuSigned by: [Signature]
07025F3AA36B4A4...
County Counsel
6/22/2020 | 9:18 AM PDT

Date: _____

Approved as to Fiscal Provisions²

By: _____
DocuSigned by: [Signature]
F60C442ED05B437...
Jaemaiya Nolasco
Auditor/Controller
6/23/2020 | 3:20 PM PDT

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Sun Street Centers

Contractor's Business Name* _____

By: _____
DocuSigned by: [Signature]
BDE4E412F89A4AD...
Valerie Smith
(Signature of Chair, President, or Vice-President) *

Date: _____
Name and Title
6/18/2020 | 5:08 PM PDT

By: _____
DocuSigned by: [Signature]
5DF2056F8FEA444...
Michelle Harris, CFO
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Date: _____
Name and Title
6/22/2020 | 8:53 AM PDT

By: _____
DocuSigned by: [Signature]
B2CE94D3B05246B...
6/22/2020 | 9:08 AM PDT

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required
² Approval by Auditor-Controller is required
³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

LIST OF EXHIBITS

SUN STREET CENTERS

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget 2020-21
Exhibit C-2	Budget 2021-22
Exhibit C-3	Budget 2022-23
Exhibit D	Invoice Sample
Exhibit E	Monthly Service Detail Report
Exhibit F	PLAN 103 CIV Referral Form Sample
Exhibit G	Authorization for Release of Information
Exhibit H	Monitoring and Compliance Checklist
Exhibit H1	Case File Review Checklist
Exhibit I	Child Abuse Reporting Certification
Exhibit J	HIPAA Certification
Exhibit K	Certification Regarding Lobbying
Exhibit L	Elder Abuse Reporting Certification

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
Sun Street Centers

Term: July 1, 2020 through June 30, 2023

Scope of Services / Payment Provisions

A. CONTRACTOR INFORMATION / CONTACTS

I. CONTRACTOR INFORMATION

Contractor Name: Sun Street Centers

Mailing Address: 11 Peach Drive
Salinas, CA 93901

Employer ID number: 94-6138701

Contact Person: Anna Foglia, Chief Executive Officer
Telephone: (831) 753-5144
FAX: (831) 753-6005
E-mail: afoglia@sunstreet.org

Fiscal Contact: Michelle Harris, Chief Financial Officer
Telephone: (831) 753-5138 / 753-6008
FAX: (831) 753-6005
E-mail: mharris@sunstreet.org

II. COUNTY CONTRACT MANAGER

County Contract Manager: Thomas De La Cruz, Management Analyst II
Address: Monterey County Department of Social Services
CalWORKs Employment Services (CWES)
730 La Guardia Street, Room 205
Salinas, CA 93905-3354

Telephone: (831) 796-3391
FAX: (831) 755-8487
E-Mail: delacruz@co.monterey.ca.us

B. PURPOSE

The purpose of this agreement is to provide administrative and operational funds for substance abuse recovery case management and ancillary services within the Pueblo del Mar Family Recovery Community Program offered through Sun Street Centers to serve CalWORKs customers who have recently completed a residential recovery program or can document that they have participated in a 12-Step Sobriety Program for at least three months. These CalWORKs customers may also be dual diagnosed with serious mental illness, veterans with PTSD, women who have experienced domestic violence or a substance abuser taking prescribed narcotics.

C. PROGRAM DESIGN

Sun Street Center's Pueblo del Mar Program provides a comprehensive continuum of services to assist CalWORKs families with children who want to live in an environment that fosters sobriety and self-sufficiency. Pueblo del Mar provides residents and their children safe and affordable transitional housing in private, two-bedroom apartment homes with on-going services, most of which are provided on-site.

Pueblo del Mar offers residents a supportive living environment with on-site case management. The supportive living environment includes, but is not limited to, 12-step program classes, financial literacy classes, parent education classes, relapse awareness workshops, afternoon-school tutoring for children, recreational programs for children, mental health services for children and adults, support groups, and a resident's council.

For **FY 2020-2021 through FY 2022-2023**, Sun Street Centers shall be contracted to serve an average of **42** CalWORKs families per year.

D. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this agreement, the duties and responsibilities of **CONTRACTOR** are outlined as follows:

1. Provides programmatic oversight of the substance abuse recovery program, and management responsibilities provided under this agreement.
2. Monitors this program through established processes and in compliance with applicable city, county, state and federal regulations.
3. Participates in an annual meeting of CWES service providers convened by the DSS Employment Services Branch that includes all CWES contractors.
4. Works with CalWORKs customers who are applicants to the Housing Authority of the County of Monterey (HACM) at Pueblo del Mar to ensure CalWORKs customers meet all application requirements, attends all required HACM appointments, and is counseled about passing pre-move in drug testing to ensure customers are successful in admittance to the Pueblo del Mar Program.

5. Notifies CWES at **[501-CWES-PDMParticipant]** via secured / encrypted email within two (2) business day when a CalWORKs customer is either (a) enrolled / accepted into the Pueblo del Mar program or (b) leaves the Pueblo del Mar program.
6. Ensures that **substance abuse recovery case management** and **mental health services** are supervised by the Licensed Marriage Family Therapist (LMFT) or Licensed Clinical Social Worker (LCSW), and provided by Certified Substance Use Disorder (SUD) Counselor, MFT Intern, CSW Intern, Master of Social Work (MSW), who each specialize in *Substance Use Disorder (SUD)* Counseling recovery and possess a current State approved alcohol and drug counseling certification.
7. Provides CalWORKs customers with the following:
 - a. On-site 12–step program meetings,
 - b. On-site case management,
 - c. On-site cooperative childcare,
 - d. Mental Health services for adults and children,
 - e. Job preparation and job placement,
 - f. Financial literacy workshops,
 - g. Parent education classes,
 - h. Relapse awareness classes,
 - i. After school tutoring (children),
 - j. Recreational programs (children),
 - k. Aftercare support groups,
 - l. Drug free / Alcohol free environment, and
 - m. Safe transitional housing (2-bedroom apartment house).
8. Schedules regular monthly meetings during the term of this agreement with essential CWES staff to review the status of their respective customer progress in the program, including, but not limited to:
 - a. Customer progress toward continued sobriety,
 - b. Participation in the Welfare-To-Work (WTW) Program,
 - c. Interventions, services, and/or supportive services the customer may need,
 - d. Employment goals and their movement towards self-sufficiency,
 - e. Transition plans for customers as they graduate or quit the program, and
 - f. Any necessary policy / procedural issues that need to be discussed.

Additional meetings shall be scheduled, as needed, to discuss other areas that affect either party in this agreement. Meetings can be conducted through Zoom® teleconferencing which is HIPPA compliant.

9. Communicates with the customer's Case Manager via email within two (2) business days regarding significant issues with a customer's participation. Electronic communication must be by encrypted / secured e-mail.

10. Ensures a Release of Information, **EXHIBIT G**, is completed and signed by the customer so that the PDM licensed clinician can have discussions / interact / share information with the CalWORKs ACCESS Program Behavioral Health clinician to discuss previous or current program progress.
11. Maintains case notes, progress notes, and steps taken to address issues.
12. Submits for reimbursement the Monthly Report of Expenditures (Invoice), **EXHIBIT D**, timely to the COUNTY by the 10th of each month for the previous service month.
13. Collects, analyzes and reports performance to the COUNTY monthly by the 10th of each month for the previous service month by completing a Monthly Service Detail Report, **EXHIBIT E**, reporting:
 - a. Number of referrals and placements into the Pueblo del Mar program;
 - b. Unduplicated count of CalWORKs residents and Non-CalWORKs residents;
 - c. Names of CalWORKs customers who entered the program;
 - d. Names of CalWORKs customers who exited the program;
 - e. For each CalWORKs customer participating in Pueblo del Mar: (1) C-IV Case #; (2) CIN #; (3) Customer Name – Adult only; (4) Enter Date; (5) Exit Date; (6) Total Days in Residence; (7) Resident at EOM; (8) Fully Participating in PDM Program; and (9) In Non-Compliance?
14. CONTRACTOR shall ensure services are provided safely in a variety of methods using virtual/online platforms:
 - a. In light of the new environment and restrictions surrounding COVID-19, ensure services are continued and provided to CalWORKs customers safely, including services provided by phone or virtual/online platforms (i.e. Zoom, Skype, GoToMeeting, etc.) where the technology is available.
 - b. Due to COVID-19, ensure the health and safety of CONTRACTOR staff, CalWORKs customers and the general public, by taking preventative measures, including increased cleaning and sanitizing, ensuring CONTRACTOR staff and CalWORKs customers follow safety measures such as social distancing (as appropriate), wearing masks (when required), and encouraging sick CONTRACTOR staff and CalWORKs customers to stay home.

E. COUNTY RESPONSIBILITIES

CWES / COUNTY shall:

1. Refer appropriate CalWORKs customers to the Pueblo del Mar Program by creating a 'Need' in C-IV and completing and sending the PLAN 103 C-IV Referral Form, **EXHIBIT F**, via encrypted / secure email.
2. Respond promptly to calls from the **CONTRACTOR** and provide additional program related information requested within two (2) business days.
3. Communicate with **CONTRACTOR** within two (2) business days regarding changes in a customer's WTW participation status and/or reassignment to other WTW

- activities. Electronic communication must be by encrypted / secured e-mail. Communication with **CONTRACTOR** may also be through Zoom® teleconferencing.
4. Initiate appropriate service referrals as agreed upon by the customer, **CONTRACTOR** and/or **COUNTY** staff.
 5. Provide supportive services to eligible CalWORKs customers, when needed and required, in order to participate in assigned WTW activities.
 6. Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and **CONTRACTOR** performance in relation to targets, goals, and responsibilities.
 7. Provide written documentation of contract monitoring findings and recommendations to **CONTRACTOR** within ten (10) days of the conclusion of each visit.

F. COMPLIANCE & MONITORING

1. **CONTRACTOR** shall participate in a minimum of two (2) contract monitoring visits conducted by the CWES (**COUNTY**) Contract Manager to evaluate service delivery and **CONTRACTOR** performance in relation to targets, goals, and responsibilities. See **EXHIBITS H and H1**.
2. The CWES Contract Manager shall provide written documentation of contract monitoring findings and recommendations to **CONTRACTOR** within ten (10) days of the conclusion of each visit.
3. **CONTRACTOR** shall respond to and resolve deficiencies in meeting the service requirements in this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the CWES Contract Manager.
 - a. Identification and response shall be captured in written communication,
 - b. Corrective actions shall be agreed upon by both parties,
 - c. Corrective actions shall be implemented as soon as deemed possible by both parties, and
 - d. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this agreement.

G. PAYMENT PROVISIONS:

1. **COUNTY** shall pay **CONTRACTOR** according to the terms set forth in Section 6 of this Agreement, **PAYMENT CONDITIONS**.
 - a. For eligible families referred to the Pueblo del Mar Program, the **CONTRACTOR** shall submit an invoice to the **COUNTY** Contract Administrator no later than the tenth (10th) day following the end of the month during which services were provided / costs were incurred, using the forms presented in **EXHIBITS D and E**.
 - b. The invoices shall contain the original or electronic signature via DocuSign of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.

2. The maximum amount to be paid by the **COUNTY** to the **CONTRACTOR** under this Agreement per Exhibit C1, C2 and C3 is Four Hundred Ninety-Five Thousand Dollars (**\$495,000.00**) for the period of **July 1, 2020** through **June 30, 2023**, a maximum of \$165,000.00 annually.

****End of Document ****

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10 of each year**. **If the Final Invoice is not received by COUNTY by close of business on July 10, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits C1,2 &3**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

EXHIBIT B

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential

information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

EXHIBIT B

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

EXHIBIT B

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Dori Rose Inda** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Monterey County Department of Social Services
CalWORKs Employment Services
Sun Street Centers (Pueblo del Mar Program - SUD Treatment Services)
Budget for FY 2020-2021

Personnel Salaries	FTE	Sun Street Portion	Monterey County Portion	Total Cost
LCSW / LMFT Employee - J. Davis	1.00	0.00	18,574.40	\$ 18,574.40
Program Director - R. Kausin	1.00	31,984.85	15,992.43	\$ 47,977.28
Counseling Intern - Clive Stewart	1.00	-	26,936.00	\$ 26,936.00
Child Development Specialist - A. Morelos	1.00	21,028.80	21,028.80	\$ 42,057.60
Job Developer/Community Builder - C. Carroll	1.00	20,612.80	20,612.80	\$ 41,225.60
Community Builder - L. Battle	1.00	41,225.60	-	\$ 41,225.60
Program Coordinator - D. Beltran	1.00	21,746.40	21,746.40	\$ 43,492.80
			-	\$ -
			-	\$ -
Total	7.00	\$ 136,598.45	\$ 124,890.83	\$ 261,489.28
Personnel Benefits				
LCSW / LMFT Employee - J. Davis	1.00	-	5,386.58	\$ 5,386.58
Program Director - R. Kausin	1.00	9,275.61	4,637.80	\$ 13,913.41
Counseling Intern - Clive Stewart	1.00	-	7,811.44	\$ 7,811.44
Child Development Specialist - A. Morelos	1.00	6,098.35	6,098.35	\$ 12,196.70
Job Developer/Community Builder - C. Carroll	1.00	5,977.71	5,977.71	\$ 11,955.42
Community Builder - L. Battle	1.00	11,955.42	0.00	\$ 11,955.42
Program Coordinator - D. Beltran	1.00	6,306.46	6,306.46	\$ 12,612.91
				\$ -
				\$ -
Total	7.00	\$ 39,613.55	\$ 36,218.34	\$ 75,831.89
Operating Costs				
Contract Labor - Child Care - Parenting Connections		-	-	\$ -
Postage		100.00	-	\$ 100.00
Office Supplies		1,130.00	3,890.83	\$ 5,020.83
Training		100.00		\$ 100.00
Telecomm & IT - Alvarez Technology, Copier Rentals		9,212.00		\$ 9,212.00
Program Materials		500.00		\$ 500.00
Mileage		400.00		\$ 400.00
Utilities		12,126.00		\$ 12,126.00
Use Space Allocation		-		\$ -
Food Products		675.00		\$ 675.00
Indirect - General & Administrative (includes G&A, depreciation, audit fees)		72,290.00		\$ 72,290.00
				\$ -
Total		\$ 96,533.00	\$ 3,890.83	\$ 100,423.83
				\$ -
Grand Total		\$ 272,745.00	\$ 165,000.00	\$ 437,745.00

Contract allocation for FY 2020-2021 = \$165,000.00. Verified DJ via DMcAD.

Funding: CW Mental Health Substance Abuse (CW MHSA) Allocation. Pro-rated Monthly = \$13,750.00

Submitted by:

/s/ Michelle Harris

Michelle Harris
Chief Financial Officer

5/4/2020

Date

Approved:

Thomas J. De La Cruz
Management Analyst II

Date

Monterey County Department of Social Services
 CalWORKs Employment Services
 Sun Street Centers (Pueblo del Mar Program - SUD Treatment Services)
 Budget for FY 2021-2022

Personnel Salaries	FTE	Sun Street Portion	Monterey County Portion	Total Cost
LCSW / LMFT Employee - J. Davis	1.00	0.00	18,574.40	\$ 18,574.40
Program Director - R. Kausin	1.00	31,984.85	15,992.43	\$ 47,977.28
Counseling Intern - Clive Stewart	1.00	-	26,936.00	\$ 26,936.00
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Program Coordinator - D. Beltran	1.00	21,746.40	21,746.40	\$ 43,492.80
			-	\$ -
			-	\$ -
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Personnel Benefits				
LCSW / LMFT Employee - J. Davis	1.00	-	5,386.58	\$ 5,386.58
Program Director - R. Kausin	1.00	9,275.61	4,637.80	\$ 13,913.41
Counseling Intern - Clive Stewart	1.00	-	7,811.44	\$ 7,811.44
Child Development Specialist - A. Morelos	1.00	6,098.35	6,098.35	\$ 12,196.70
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Program Coordinator - D. Beltran	1.00	6,306.46	6,306.46	\$ 12,612.91
				\$ -
				\$ -
Total	7.00	\$ 39,613.55	\$ 36,218.34	\$ 75,831.89
Operating Costs				
Contract Labor - Child Care - Parenting Connections		-	-	\$ -
Postage		100.00	-	\$ 100.00
Office Supplies		1,130.00	3,890.83	\$ 5,020.83
Training		100.00		\$ 100.00
Telecomm & IT - Alvarez Technology, Copier Rentals		9,212.00		\$ 9,212.00
Program Materials		500.00		\$ 500.00
Mileage		400.00		\$ 400.00
Utilities		12,126.00		\$ 12,126.00
Use Space Allocation		-		\$ -
Food Products		675.00		\$ 675.00
Indirect - General & Administrative (includes G&A, depreciation, audit fees)		72,290.00		\$ 72,290.00
Total		\$ 96,533.00	\$ 3,890.83	\$ 100,423.83
Grand Total		\$ 272,745.00	\$ 165,000.00	\$ 437,745.00

Contract allocation for FY 2021-2022 = \$165,000.00. Verified DJ via DMcAD.

Funding: CW Mental Health Substance Abuse (CW MHSA) Allocation. Pro-rated Monthly = \$13,750.00

Submitted by:

/s/ Michelle Harris

Michelle Harris
 Chief Financial Officer

5/4/2020

Date

Approved:

Thomas J. De La Cruz
 Management Analyst II

Date

Monterey County Department of Social Services
 CalWORKs Employment Services
 Sun Street Centers (Pueblo del Mar Program - SUD Treatment Services)
Budget for FY 2022-2023

Personnel Salaries	FTE	Sun Street Portion	Monterey County Portion	Total Cost
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Community Builder - L. Battle	1.00	41,225.60	-	\$ 41,225.60
Program Coordinator - D. Beltran	1.00	21,746.40	21,746.40	\$ 43,492.80
			-	\$ -
			-	\$ -
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Job Developer/Community Builder - C. Carroll	1.00	5,977.71	5,977.71	\$ 11,955.42
Community Builder - L. Battle	1.00	11,955.42	0.00	\$ 11,955.42
Program Coordinator - D. Beltran	1.00	6,306.46	6,306.46	\$ 12,612.91
				\$ -
				\$ -
Total	7.00	\$ 39,613.55	\$ 36,218.34	\$ 75,831.89
Operating Costs				
Contract Labor - Child Care - Parenting Connections		-	-	\$ -
Postage		100.00	-	\$ 100.00
Office Supplies		1,130.00	3,890.83	\$ 5,020.83
Training		100.00		\$ 100.00
Telecomm & IT - Alvarez Technology, Copier Rentals		9,212.00		\$ 9,212.00
Program Materials		500.00		\$ 500.00
Mileage		400.00		\$ 400.00
Utilities		12,126.00		\$ 12,126.00
Use Space Allocation		-		\$ -
Food Products		675.00		\$ 675.00
Indirect - General & Administrative (includes G&A, depreciation, audit fees)		72,290.00		\$ 72,290.00
Total		\$ 96,533.00	\$ 3,890.83	\$ 100,423.83
Grand Total		\$ 272,745.00	\$ 165,000.00	\$ 437,745.00

Contract allocation for FY 2022-2023 = \$165,000.00. Verified DJ via DMcAD.

Funding: CW Mental Health Substance Abuse (CW MHSA) Allocation. Pro-rated Monthly = \$13,750.00

Submitted by:

/s/ Michelle Harris

Michelle Harris
 Chief Financial Officer

5/4/2020

Date

Approved:

Thomas J. De La Cruz
 Management Analyst II

Date

Exhibit D

Monthly Report of Expenditures (Invoice)

Contract: Substance Abuse Recovery Services for CalWORKs customers/families

FY 2020-2021

Agency: Sun Street Centers dba Pueblo del Mar

Month / Year: _____

SALARIES & BENEFITS		Budget	Current Billing	Total to Date	Budget Remaining
	Total Salaries	\$ 124,890.83		\$ -	\$ 124,890.83
J. Davis	Licensed Therapist (LMFT or LCSW) (1.0 FTE)	\$ 18,574.40			\$ 18,574.40
R. Kausin	Program Director	\$ 26,936.00			\$ 26,936.00
C. Stewart	Counseling Intern	\$ 21,028.80			\$ 21,028.80
A. Morelos	Child Development Specialist	\$ 20,612.80			\$ 20,612.80
C. Carroll	Job Developer/Community Builder	-			\$ -
L. Battle	Community Builder	\$ 21,746.40			\$ 21,746.40
D. Beltran	Program Coordinator				\$ -
		-			\$ -
	Total Benefits	\$ 36,218.34		\$ -	\$ 36,218.34
J. Davis	Licensed Therapist (LMFT or LCSW) (1.0 FTE)	\$ 5,386.58			\$ 5,386.58
R. Kausin	Program Director	\$ 4,637.80			\$ 4,637.80
C. Stewart	Counseling Intern	\$ 7,811.44			\$ 7,811.44
A. Morelos	Child Development Specialist	\$ 6,098.35			\$ 6,098.35
C. Carroll	Job Developer/Community Builder	5,977.71			\$ 5,977.71
L. Battle	Community Builder	\$ -			-
D. Beltran	Program Coordinator	\$ 6,306.46			\$ 6,306.46
		-			-
75/25	Total Sal & Benefits	\$ 161,109.17	\$ -	\$ -	\$ 161,109.17
OPERATING COSTS					
	Office Supplies	\$ 3,890.83			\$ 3,890.83
	Total Expenditures	\$ 165,000.00	\$ -	\$ -	\$ 165,000.00

I certify that the expenses are accurate, documentation detail is on file, and that the services were provided in accordance with the contract between MCDSS and Sun Street Centers as described in Exhibit A.

 Sun Street Centers
 Authorized Signature

 Chief Financial Officer
 Title

 Date

Approved for Payment

 Monterey County Department of Social Services
 Authorized Signature

 Title

 Date

CalWORKs Adult Customers in Residence During the Month
at Pueblo Del Mar
Monthly Service Detail Report

Exhibit I

Report Month:

CalWORKs Case #	Central Index Number (CIN) #	Customer Name [CalWORKs Adult]	Enter Date	Exit Date	Total Days in Residence This Month	Resident at end of month? Yes / No	Fully Participating in PDM Prgm?	In Non-Compliance @ PDM?	DSS/CWES Comments Section

**CalWORKs Adult Customers in Residence During the Month
at Pueblo Del Mar
Monthly Service Detail Report**

Exhibit I

Total resident days: -

Monthly Statistics

Referrals to Pueblo del Mar received this month

Number of CalWORKs customers admitted to PDM

Unduplicated count of CW residents

Unduplicated count of Non-CW residents

Total residents in PDM during report month

% of CalWORKs residents

% of Non-CalWORKs residents

Total PDM residents

-	
-	
-	
#DIV/0!	
#DIV/0!	
#DIV/0!	

SALINAS EMPLOYMENT SERVICES
730 La Guardia Street
Salinas, CA 936905-3354

County of Monterey - Employment Services

Phone: (831) 755-4452
Worker Name: Thomas De La Cruz
Worker ID: 27ES024603
Worker Phone Number: 831.796.3391
Date: 12/01/2017
Case Name: Minnie Mouse
Case Number: 08888888

Exhibit F

Service Referral

Minnie Mouse
713 Provolone Court
Salinas, CA 93905-3354

Customer Name: Minnie Mouse
Need Category: Counseling
Need Type: Drug/Alcohol
Need Description: SSC - Pueblo Del Mar

Provider and address:
SSC dba Pueblo del Mar
Attn: Marilyn Anderson, Director of Services
3043 Mac Arthur Drive
Marina, CA 93933

Children	Age	SSN
Mickey Jr.	7	07.07.2010
Marcel	3	02.02.2014
Minerva	2	03.15.2015

Comments:

- CIN # 99999999A
- Customer's Home Phone: 831.796.3391 / Customer's Cell Phone: 831.702.1235
- Customer's DOB: 07.08.1992 / Customer's Gender: Female
- Customer's Language: English; Mouse
- Number of children: 3, see above.
-
-
-
-



STATE OF CALIFORNIA - HEALTH AND WELFARE AGENCY

DEPARTMENT OF SOCIAL SERVICES

Exhibit G**APPLICANT'S AUTHORIZATION FOR
RELEASE OF INFORMATION**

Case #: _____

Caseload #: 27ES _____

To: Sun Street Centers, dba Pueblo del Mar

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

I, _____, RESIDING AT _____

HEREBY AUTHORIZE YOU TO RELEASE TO THE **Monterey County Department of Social Services**
SPECIFIC INFORMATION REQUESTED BY THIS AGENCY CONCERNING:

- | | |
|---|---|
| <input type="checkbox"/> Attendance | <input type="checkbox"/> Supportive Service Information |
| <input type="checkbox"/> Participation / Progress Notes | <input type="checkbox"/> Care Plan |
| <input type="checkbox"/> Behavioral Health Information | <input type="checkbox"/> Referrals to Services |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE: **To determine eligibility for supportive services, to provide referral and assistance to additional services, and to monitor participant / program progress.**DISCLOSURE IS AUTHORIZED FOR THE PERIOD OF: ***One year from signature date.***

I HAVE THE RIGHT TO REVOKE THIS AUTHORIZATION AT ANY TIME.

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

CUSTOMER'S SIGNATURE		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OR NAME OF SPOUSE		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE' MOTHER

Sun Street Centers dba Pueblo del Mar FY 2019-2020
 Substance Abuse Recovery Case Management Services

EXHIBIT H – Monitoring & Compliance Tool
 Date: 02.28.2020 @ 16:00 PM

Compliance Area	Compliance Line Item	Meeting / Not Meeting	Comments
<p>Administration</p>	<p>1. Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.</p>		
	<p>2. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.</p>		
	<p>a. ** State Confidentiality regulations, HIPPA, etc.</p>		
	<p>b. ** Maintenance of records</p>		
	<p>c. ** CalWORKS customers receiving appropriate services</p>		
	<p>3. Submit reimbursement claims to the COUNTY monthly, no later than the 10th of the month following the service month by completing the invoice form (EXHIBIT D).</p>		
	<p>4. Schedule and attend regular meetings during the term of this Agreement with essential PDM program and CWES staff to review the status of the program, including the number and progress of serviced customers, challenges and opportunities for improvement, etc. Additional meetings shall be scheduled as needed to discuss other areas that affect either party to this Agreement.</p>		
	<p>5. Respond to and resolve deficiencies in meeting the service requirements in this Agreement within two (2) business days of the deficiency being identified or reported by the CWES contract manager. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this agreement.</p>		

Sun Street Centers dba Pueblo del Mar FY 2019-2020
 Substance Abuse Recovery Case Management Services

EXHIBIT H – Monitoring & Compliance Tool
 Date: 02.28.2020 @ 16:00 PM

Compliance Area	Compliance Line Item	Meeting / Not Meeting	Comments	
<p>Referrals & Case Management Services</p>	<p>6. Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes. See #17 below.</p>			
	<p>7. Participate in annual Employment Services Contract Providers meeting</p>			
	<p>8. Respond to COUNTY customer referrals within two (2) working days. Response to CWES Case Manager shall be provided electronically using encrypted / secure electronic mail.</p>			
	<p>9. Ensure that the LMFT or LCSW (Licensed Clinical Social Worker) supervises and countersigns for all CSW and MFT interns providing services to CalWORKs customers.</p>			
	<p>10. Provide continuous direct case management services / therapy to each eligible CalWORKs customer as long as services are required / deemed necessary by clinical staff.</p>			
	<p>Data Tracking and Reporting</p>	<p>11. Maintain an ongoing and accurate case management database that includes Customer's Name, C-IV CIN Number, C-IV Case Number, Date of Referral, Referral Reason, Date of Admission to ACCESS CalWORKs; Service Dates and Codes; Monthly Status, Service End Date, and Service Outcome.</p>		
		<p>12. Provide a current electronic copy of the service provider's "Monthly Service Detail Report" / statistical data report in Excel format (EXHIBIT E) to the CWES contract manager monthly using encrypted / secure email.</p>		
		<p>Review the data elements from summary worksheet for Exhibit E</p>		

Compliance Area	Compliance Line Item	Meeting / Not Meeting	Comments
Communication	13. In addition, provide a current electronic copy of the service provider's statistical data report in Excel format (EXHIBIT E) via secure email within in 2 days of receiving a request from CWES.		
	14. Respond using COUNTY e-mail to inquiries about customer progress within two (2) business days.		
	15. Report to the customer's CWES Case Manager via COUNTY e-mail within two (2) business days whenever a referred CalWORKs customer misses a scheduled appointment or the customer's services are required to be interrupted and/or discontinued.		
	16. Maintain adequate and timely communication with CWES Case Manager.		
	** Within five (5) working days of original referral		
	** Regarding the customer's progress in treatment services. ** Within 2 working days if the customer is a "no show" to a scheduled appointment and/or becomes non-compliant.		
Staffing	17. Ensure appropriate staffing to support the administration and services provided at Pueblo del Mar to CalWORKs customers in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of vacancies related to sickness, absence, or staffing changes.		
	a. The LMFT or LCSW		
	b. CSW and/or MFT Interns, supervised by a licensed clinician		
	c. Child Development Specialist		
	d. Job Developer		
	e. Child Care worker(s)		

Sun Street Centers dba Pueblo del Mar FY 2019-2020
Substance Abuse Recovery Case Management Services

EXHIBIT H - Monitoring & Compliance Tool
Date: 02.28.2020 @ 16:00 PM

Compliance Area	Compliance Line Item	Meeting / Not Meeting	Comments
	18. Ensure proper program management is in place to meet the administrative and reporting requirements detailed in this agreement.		

Pueblo del Mar Case Review Checklist

Exhibit H1

Customer Name:
CIV Case Number:

PDM #:

Date Referral Received from CWES / Customer:

Housing Authority Mtry Cty Customer Move In Date:

Is customer a Current or Former CalWORKs customer?

Current or Former

PDM Intake Date:

PDM Family Case Plan Date:

Family Case Plan complete??

Y or N

Last PDM Program contact:

Family engaged in PDM services??

Y or N

What services or activities is the customer engaged @ PDM services??

Y or N

Reviewed at MDT Meeting(s)?

Y or N

If Yes, _____, _____,

1. Does customer have a Family Support Network? Y or N
2. Evidence of providing info about CWES services, incl supportive services? Y or N
3. Appropriate CPS referrals made, as required? Y or N
4. Appropriate APS referrals made, as required? Y or N
5. Initiates appropriate Health and Welfare (H&W) check referrals? Y or N
6. Builds positive, effective & professional rapports with family?? Y or N
7. Makes referrals and connects family with necessary support services, etc.?? Y or N
8. Coordinates and collaborates with CWES and local CBOs?? Y or N
9. Engaged family completed their Family Case Plan?? Y or N
10. Coordinated with CWES to develop a Family Stabilization or WTW Plan? Y or N
11. Other:

Reviewer: Thom De La Cruz, MA II

Date: _____

EXHIBIT I

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Sun Street Centers

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Valerie Smith
BDE4EA12F89A4AD...

Authorized Signature

6/18/2020 | 5:08 PM PDT

Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

EXHIBIT J

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

EXHIBIT J**II. CONFIDENTIALITY REQUIREMENTS**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT J

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT J

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR:

By:  _____
BDF4FA12F89A4AD...

Title: Executive Director

6/18/2020 | 5:08 PM PDT

Date: _____

EXHIBIT K

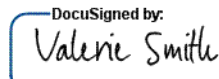
CERTIFICATION REGARDING LOBBYING

Sun Street Centers

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

 BDE4EA12F89A4AD...

Signature

Executive Director
Title

6/18/2020 | 5:08 PM PDT

Sun Street Centers
Agency/Organization

Date

**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**

Sun Street Centers

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

DocuSigned by:
Valerie Smith
BDE4EA12F89A4AD...

Authorized Signature

6/18/2020 | 5:08 PM PDT

Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

Page 1 of 2

Elder/Dependent Adult Abuse & Neglect Reporting Certification

Agreement: 2020-23 Sun Street \$495,000

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	CONTACT NAME: Ciera Cosey PHONE (A/C, No, Ext): 415 536 8423 FAX (A/C, No): E-MAIL ADDRESS: ciera_cosey@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : NOVA Casualty Company	NAIC # 42552
INSURER B : Cypress Insurance Company (CA)	10855
INSURER C : Allied World Surplus Lines Insurance Company	24319
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 289562568 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CFY ML 10000017 02	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp <input checked="" type="checkbox"/> \$1,000 Coll	Y	Y	CFY AU 10000014 02	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CFY UM 10000014 02	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SUWC033802	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Liab			CFY ML 10000017 02	7/1/2019	7/1/2020	\$1,000,000 per Occ \$3,000,000 Agg \$1,000,000 per Occ \$2,000,000 Agg \$1,000,000 per Occ \$3,000,000 Agg
A	Abuse/Molestation			CFY ML 10000017 02	7/1/2019	7/1/2020	
C	Medical Professional Liability			0311-4709	8/1/2019	8/1/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate serves as evidence of insurance regarding operations of the named insured. Department of Social Services, County of Monterey is included as an additional insured with respect to the General Liability and Automobile Liability per written contract with the named insured and attached endorsements.

CERTIFICATE HOLDER

Department of Social Services, County of Monterey
 Attn: Thom De La Cruz
 730 La Guardia Street
 Salinas CA 93905

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
- SPECIAL EVENTS**
1. This endorsement includes coverage for the following:
 - a. All indoor events with less than 2,500 attendees that are less than 24 hours in duration; and
 - b. All outdoor events with less than 2,500 attendees that are less than 24 hours in duration.
 2. This provision does not apply to the following events:
 - a. Any event that exceeds either the number of attendees or duration of time as set forth in Paragraph 1. above;
 - b. Any carnival, circus, fair or parade; or
 - c. Any athletic, sports or motor vehicle event including but not limited to contests, demonstrations, exhibitions, races, rallies, tournaments, or competitive activities.
- B. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:**
1. **EXPECTED OR INTENDED INJURY EXTENSION**
Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:
 - a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
 2. **NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**
Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:
 - a. This exclusion does not apply to Aircraft chartered with crew to any insured.
 - b. This exception provision does not apply if the chartered aircraft is owned by any insured.
 - c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.
 3. **NON OWNED WATERCRAFT EXTENSION**
Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry persons or property for a charge;
 This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.
This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.
 4. **PROPERTY SOLD OR ABANDONED BY YOU**
Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.
 5. **DAMAGE TO PREMISES RENTED TO YOU**
 - a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

COMMERCIAL GENERAL LIABILITY

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**, is deleted and replaced by the following:
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.
- The Damage To Premises Rented To You limit will be the higher of:
- (1) \$1,000,000; or
 - (2) The amount shown on the Declarations for Damage To Premises Rented To You.
- 6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY**
- a. The following is added to subparagraph (4) of **j. Damage To Property**:
However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:
- (a) On premises you own or rent or on ways next to premises you own or rent; and
 - (b) Arising out of your operations.
- For the purposes of this endorsement, personal property does not include any of the following:
- (a) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
 - (b) Contraband, or property in the course of illegal transportation or trade; or
 - (c) Blueprints, documents, drawings, manuscripts, records or valuable papers.
- b. The following is added to **SECTION III – LIMITS OF INSURANCE**:
Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.
7. Paragraph 2. **Exclusions** is amended to add the following exclusion:
Willful Violation Of A Penal Code Or Statute
"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.
- C. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. **Exclusions** is amended as follows:
1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:
This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.
 2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
 - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.
- D. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, Paragraph 1. is amended as follows:
1. The limit in subparagraph b. is increased to \$2,500.
 2. The limit in subparagraph d. is increased to \$500 a day.
- E. ADDITIONAL INSURED**
1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage," or "personal and advertising injury".
 - a. This endorsement applies only if the written contract or written agreement is:
 - (1) Currently in effect or becomes effective during the term of this Policy; and
 - (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

COMMERCIAL GENERAL LIABILITY

- b. The insurance afforded to such additional insured only:
- (1) Applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
- a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises owned by or rented to you; or
 - (2) In the performance of your ongoing operations.
 - b. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
 - c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
 - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.
 - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
 - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
 - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
 - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

COMMERCIAL GENERAL LIABILITY

- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
- (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or
- As respects Paragraph j.(2) above, this insurance does not apply to:
- (1) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (2) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (1) This insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf;
- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such;
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
 4. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
 5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above Subsection E. **ADDITIONAL INSUREDS** does not apply to such person(s) or organization(s).

COMMERCIAL GENERAL LIABILITY

6. Paragraph 4. **Other Insurance SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:
As respects the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.
- F. **SECTION II - WHO IS AN INSURED** is amended as follows:
1. **BROADENED NAMED INSURED**
Paragraph 3. is deleted and replaced by the following:
 3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.
 2. **CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS**
Subparagraphs (a), (b), and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:
 - a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
 - b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
 3. **INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS**
 - a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician, or paramedic employed by you, but only:
 - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
 - (2) When acting within the scope of their employment by you.
 Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
 - b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
 - c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
 - d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.
 4. **LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE**
 - a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
 - b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance** is amended to add the following:

COMMERCIAL GENERAL LIABILITY

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

H. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition of "personal and advertising injury" in Paragraph 14.b. is amended to:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling;
- (d) Not arising out of any "advertisement" by the insured.

COMMERCIAL GENERAL LIABILITY

3. INSURED CONTRACT

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following: Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

5. "Discrimination" means:

a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or

b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply. Unless otherwise indicated, the following provisions amend the Business Auto Coverage Form.

A. ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to add:

1. Additional Insured If Required By Contract Or Agreement

When you have agreed in a written contract or written agreement to provide insurance for an additional insured, such person or organization is included as an "insured":

- a. Only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under Paragraphs a. or b. of **Who Is An Insured**, with regard to the ownership, maintenance or use of a covered "auto", and
- b. The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
 - (1) During the policy period, and
 - (2) Subsequent to the execution of such contract or agreement, and
 - (3) Prior to the expiration of time that the written contract or agreement requires such additional insured coverage to be provided.
- c. The most we will pay on behalf of such additional insured is the lesser of:
 - (1) The Limits of Insurance specified in the written contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.
- d. The amount in c. above shall be a part of and not in addition to the Limits of Insurance shown in the Declarations.
- e. This insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary, otherwise this coverage is excess.

2. Broadened Named Insured

- a. Any legally incorporated business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such organization of more than 50%. The Named Insured does not include any organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the business entity.

3. Employees As Insureds

Any "employee" of yours while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

4. Lessors As Insureds

- a. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and

COMMERCIAL AUTO

- (2) The "auto" is leased without a driver.
- b. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. "Loss" to a covered leased "auto" is subject to the following:
- (1) We will pay, as their interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
 - (2) The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
 - (3) If we make any payment to the lessor, we will obtain his or her rights against any other party.

B. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. does not apply to the accidental discharge of an airbag:

1. This coverage is excess of any other collectible insurance or warranty.
2. No deductible applies to this coverage.

C. AUTOS RENTED BY EMPLOYEES

1. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.
2. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. 5. Other Insurance** is amended by adding:
If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

D. CANCELLATION CONDITION

Paragraph **2.b.** of **A. Cancellation**, of the **COMMON POLICY CONDITIONS** is deleted and replaced by the following:

60 days before the effective date of cancellation if we cancel for any other reason.

E. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

1. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 5.:**
Electronic navigation equipment that is not permanently installed in the covered "auto". However, if the equipment is stolen, the equipment and any mounting or power accessories must not have been visible from the exterior of the covered "auto".
2. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, Paragraph 2.:**
Electronic navigation equipment that is not permanently installed in the covered "auto."

F. EXTRA EXPENSE

We will pay up to \$2,500 for any expense incurred for the return of a covered stolen "auto" to you. This coverage does not apply to Hired Auto Physical Damage Coverage.

G. FELLOW EMPLOYEE COVERAGE

SECTION II - LIABILITY COVERAGE, Paragraph B. Exclusions, 5. Fellow Employee is deleted and replaced by the following:

1. "Bodily Injury" to:

COMMERCIAL AUTO

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, we will cover "bodily injury" caused by your "employee" to his or her fellow "employee" if the "bodily injury" results from the use of a covered "auto" you own or hire; the covered "auto" is used with your permission; and if you have workers' compensation insurance in-force covering all of your "employees."

2. Coverage is excess over any other collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage:**

1. If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage is provided under this Coverage Form for owned "autos", then the Physical Damage Coverages provided are extended to any "auto" you hire or borrow from someone other than your "employees", members or partners, or any member of their household.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. \$50,000, subject to a policy annual aggregate limit of \$100,000;
 - b. The actual cash value of the damaged or stolen "auto" at the time of the "loss"; or
 - c. The cost of repairing or replacing the damaged or stolen "auto" with another "auto" of like kind and quality.
3. If you are legally liable for the "accident", we will also pay up to \$1,000 per "accident" for the actual loss of use to the owner of the covered "auto".
4. Paragraph 2. above is subject to a deductible, which is determined by the lowest deductible applicable to any owned "auto" for that coverage and vehicle type. If owned "autos" do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to "loss" caused by fire or lightning.
5.
 - a. Hired Auto Physical Damage coverage is primary for any covered "auto" you hire without a driver, and excess over any other collectible insurance for any covered "auto" that you hire with a driver.
 - b. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5.b. Other Insurance** is amended to delete the following:
However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
6. If symbol 8 is shown on the Covered Auto section of the Policy Declarations page for any of the physical damage coverages, then the Hired Auto Physical Damage Coverage described in this endorsement does not apply.
7. This coverage does not apply to leased "autos" for which you are required to provide physical damage coverage as part of a written lease agreement.

I. HYBRID AUTO PAYMENT COVERAGE

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If the "auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The "auto" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and

COMMERCIAL AUTO

- c. If more than one "auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.
- 2. For the purpose of this coverage provision the following Definitions are added:
 - a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
 - b. "Electric auto" is an "auto" that is powered by an electric motor instead of a gasoline engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

J. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following Paragraph is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

Prompt notice of an "accident", claim, "suit" or "loss" to an agent or "employee" of the "insured" will not in itself constitute your knowledge of such "accident", claim, "suit" or "loss" unless an executive officer or manager of the "insured's" operation receives such notice from its agent or "employee".

K. SIGN COVERAGE

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage:**

We will pay for loss to signs, murals, paintings, or graphics, as part of equipment, which are displayed on a covered "auto".

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the property at the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$1,000.
- 2. This coverage does not apply to Hired Auto Physical Damage Coverage.

L. TOWING AND LABOR COSTS

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 2. Towing is deleted and replaced by:

We will pay up to the limit shown in the Declarations or \$250, whichever amount is higher, for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

M. TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverages, 4.a. Transportation Expenses is deleted and replaced by:

- 1. We will pay up to \$75 per day, for up to 30 days, for temporary transportation expenses incurred by you because of "loss" to a covered "auto".
- 2. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.
- 3. If the "loss" is due to theft of a covered "auto" we will pay transportation expenses after the theft and ending when the covered "auto" is returned to use or we pay for its "loss".
- 4. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

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N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, B.2. Concealment, Misrepresentation Or Fraud:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium for any additional hazards or exercise our right of cancellation or non-renewal.

O. WAIVER OF DEDUCTIBLE – REPAIRED GLASS AND STOLEN AUTOS EQUIPPED WITH RADIO FREQUENCY TRANSCEIVERS

The following Paragraphs are added to **SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible:**

1. A deductible does not apply to "loss" to glass used in the windshield, doors, and windows, if the glass is repaired rather than replaced.

2. A deductible does not apply to covered "autos" that are stolen if they are equipped with a radio frequency transceiver that is part of a stolen vehicle recovery system and:
 - a. You promptly report the theft to the police and inform them that the stolen "auto" is equipped with a radio frequency transceiver;
 - b. Such transceiver was installed, inspected and maintained according to guidelines provided by the transceiver's manufacturer; and either
 - c. The covered "auto" sustains damage as a result of being stolen; or
 - d. The covered "auto" is not recovered within 90 days of the theft.

P. WAIVER OF SUBROGATION

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

All other terms and conditions of the policy remain unchanged.

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/13/2020 from 8:00 AM to 1:00 PM

Search Results

Current Search Terms: **SUN STREET CENTERS***

Total records: 1

[Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1

Sort by **Relevance** Order by **Descending**

Your search for **SUN STREET CENTERS*** returned the following results...

Entity	SUN STREET CENTERS	Status: Active
DUNS: 011824745	CAGE Code: 5SFQ4	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/26/2020	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

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TAXABLE YEAR

CALIFORNIA FORM

2020 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

County of Monterey

Payee Information

Name

Sun Street Centers

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

94-6138701

Address (apt./ste., room, PO box, or PMB no.)

11 Peach Drive

City (If you have a foreign address, see instructions.)

Salinas

State ZIP code

CA 93901

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 D (insert letter) or Internal Revenue Code Section 501(c) 3 (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities. **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

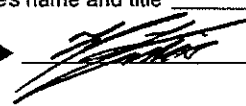
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Michelle Harris, CFOTelephone 831-753-5138Payee's signature ▶ Date 04/03/2020

Certificate Of Completion

Envelope Id: 2761FA6BAEFC4DEA956EA529ABA3DCCE	Status: Sent
Subject: Please DocuSign: Sun Street 2020-23 \$495,000.pdf	
Source Envelope:	
Document Pages: 60	Signatures: 9
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wes Morrill
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	morrillrw@co.monterey.ca.us
	IP Address: 192.92.176.114

Record Tracking

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Valerie Smith
valerie@valerieann.net
Security Level: Email, Account Authentication (None)

Signature

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Michelle Harris, CFO
MHarris@sunstreet.org
Security Level: Email, Account Authentication (None)

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Michelle Harris, CFO
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Anna Foglia, Executive Director
afoglia@sunstreet.org
CEO
Security Level: Email, Account Authentication (None)

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Anna Foglia
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Anne Brereton, County Counsel
BreretonA@co.monterey.ca.us
Security Level: Email, Account Authentication (None)

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AB
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Joemaiyra Nolasco
NolascoJ@co.monterey.ca.us
Accountant Auditor III
County of Monterey
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 192.92.176.113

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Lori A. Medina, DSS Director
medinal@co.monterey.ca.us
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Becky Cromer, DSS Finance
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County of Monterey
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Electronic Record and Signature Disclosure:
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Burcu Mousa, Auditor-Controller
MousaB@co.monterey.ca.us
Assistant Auditor-Controller
County of Monterey
Security Level: Email, Account Authentication (None)



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Marleen Bush, Contract Analyst
Bushml@co.monterey.ca.us
Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Social Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Social Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: urenael@co.monterey.ca.us

To advise Social Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at urenael@co.monterey.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Social Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to urenael@co.monterey.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Social Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Social Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Social Services during the course of your relationship with Social Services.