

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT # 1 to AGREEMENT # A-13588 Seneca Family of Agencies: Family Ties Program

THIS AMENDMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Seneca Family of Agencies (hereinafter, "CONTRACTOR").

WHEREAS, This Amendment modifies the agreement for the provision of administrative services for the Family Ties Program between the parties executed on June 26, 2017 (hereinafter, "Original Agreement").

WHEREAS, the County and CONTRACTOR wish to amend the Original Agreement by adding **\$538,906, effective July 1, 2019, increasing the contract total to \$1,616,716 and extending the term through June 30, 2020 to continue providing services to relative and near-kin caregivers in Monterey County.**

NOW THEREFORE, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
 - 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: provide services and support for relative and near-kin caregivers providing full-time care for children who are at risk of dependency, or are dependents of the juvenile court.
2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:
 - 2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, 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 **\$1,616,716.00**.
3. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:
 - 3.01 The term of this Agreement is from July 1, 2017 to **June 30, 2020**, 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 the 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. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:

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

Exhibit AA	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit CC	Program Budget
Exhibit D-1	FY 17-18 Invoice
Exhibit D-2	FY 18-19 Invoice
Exhibit D-3	FY 19-20 Invoice
Exhibit E	Child Abuse Reporting Certification
Exhibit F	Elder Abuse Reporting Certification
Exhibit G	HIPPA Certification
Exhibit H	Lobbying Certification
Exhibit II	Audit Provisions
Exhibit I-1	Schedule of County Programs

5. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 Monthly Claims 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. The invoice shall be submitted in the form set forth in Exhibits D-1, D-2, and D-3.

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 the budget, attached hereto as **Exhibit CC**. Only the costs listed in **Exhibit CC** 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.

2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** 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.

6. Exhibits A, C, and I of the Original Agreement are rescinded and replaced by **Exhibits AA, CC, and II. Exhibits D-3 and I-1 are incorporated.**

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.


Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
Henry Espinosa
Acting Director, DSS

Seneca Family of Agencies
By: Leticia Galycan 
Carol Bishop, Executive Director
Executive Director
(Print Name & Title)

Date: _____

Date: 5/28/19

Approved as to Form:

By: 
(Secretary, CFO, Treasurer)


AB
Deputy County Counsel

Janet Bishop, CFO
(Print Name and Title)

Date: June 5, 2019

Date: 5/30/19

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 6-6-19

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES
and
Seneca Family of Agencies (KINSHIP CENTER)**

***Family Ties Program*
07/01/2017 – 06/30/2020
SCOPE OF SERVICES**

A. CONTACTS**1. Contractor Information:**

Provider Name: Kinship Center, Seneca Family of Agencies
Street Address: 124 River Road, Salinas, CA 93908
Phone: 831-455-9965
FAX: 831-455-4777

2. Primary Contacts:

Virginia Pierce, MA III DSS, Family and Children's Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 piercevr@co.monterey.ca.us	Carol Bishop, Executive Director Seneca Family of Agencies Kinship Center - Family Ties Program 124 River Road Salinas, CA 93908 831-443-0662 831-455-4777 Carol_Bishop@senecacenter.org
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3. Administrative Oversight Team:

Virginia Pierce, MA III DSS, Family and Children's Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 piercevr@co.monterey.ca.us	Katherine West, Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 Tel: 510-654-4004 ex 2004 FAX: 510-830-3590 Katherine@senecacenter.org
Chelsea Chacon, MAII DSS, FCS 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-755-4475 FAX: 831-755-4600 chaconc@co.monterey.ca.us	Janet Briggs, CFO Seneca Family of Agencies 15942 Foothill Blvd. San Leandro, CA 94578 Tel: 510-317-1444 ext. 240 FAX: 510-317-1443 janet_briggs@senecacenter.org

C. PURPOSE

The purpose of this Agreement is the provision of comprehensive professional and peer to peer supportive services to relatives, or near-kin caregivers who play a significant role in the life of Monterey County child(ren). This purpose of this contract is to promote well-being for relative and near-kin caregivers who provide significant support or full-time care for children 0 to 21 years of age. This contract emphasizes and includes an array of services supporting formal, and informal, permanency plans for children in relative and near-kin care. This Agreement puts an emphasis on those caring, or considering caring for children in the dependency or juvenile justice system. Relative and Near-kin participating in an informal 24/7 care giving role are also served in this contract, emphasizing services that support prevention efforts that keep the children out of the formal child welfare system.

D. PROGRAM DESCRIPTION

1. Target Population

Specific to case management and service delivery, the broad target population is Monterey County residents who are relatives and/or near-kin caregivers providing full-time care and support to one or more children. Children are defined to be ages 0-21 years under this Agreement. Emphasis for program outreach includes targeting those care giving families that are eligible for CalWORKs services. The target population for services and supports under this agreement also included the provision of services to relatives or near-kins identified through family finding who may act as a permanent connect, support or caregiver for dependent children receiving services through the County's Family Reunification partnership program.

2. Services

Comprehensive professional services are offered for relatives taking on the care of children. An assessment is performed to identify and coordinate the services needed by relative caregivers and the children in their care. Information and resources are provided, and collaboration with other public and non-profit agencies provides a comprehensive system of support. Adult support and educational cluster groups provide a forum for caregivers to learn, exchange practical information, and gain skills and confidence.

a. Services to be provided to the target population by the CONTRACTOR include, but are not limited to:

- Needs Assessment
- Home-based case management.
- Service coordination
- Open ended adult support groups.
- Teen club for ages 13 up to age 18.
- Individual and group supervised on-site activities for children of caregivers attending support groups, trainings, or meetings at a Seneca Family of Agencies - Kinship Center site.
- Information and referral to services such as parent education, Legal Services for Seniors, etc.
- Transportation assistance and bus passes for critical appointments when available.

- Grocery store vouchers.
- Emergency funds to assist with critical unmet needs.
- Crisis intervention and referral.
- Planned recreational events and community activities participation.
- Case Management Needs Assessments and Case Plan.
- Mental health services in collaboration with D'Arrigo Children's Clinic, King City Clinic, and Monterey County Behavioral Health.
- Support to families and relatives during the Team Decision Making (TDM) Process.
- Support to families and relatives whose children are part of the dependency/delinquency systems.
- Permanency support to relatives and near-kin caregivers that includes 1:1 support for those wishing to attain guardianship or adopt.
- Partner with Hartnell Community College on the provision of educational opportunities for relative and near-kin caregivers.
- Assess individualized needs of each family and match services accordingly. Service types include: Case Management, Family Finding and Engagement, Information and Referral and/or Permanency support.

b. Other services to be provided by CONTRACTOR include, but are not limited to:

- Completion of Relative and Near-kin searches and family engagement for up to 10 children within a contract year (20 maximum over 2 years), who are dependent of Monterey County and have been identified by the COUNTY. Development of a collaborative relationship and share pertinent information with the COUNTY during the family finding process.
- Facilitation of initial engagement of found relative and near-kin caregivers of these identified children.
- Supervise/support a minimum of one home visit with local relative and near-kin caregivers that are found, where education and information is shared.
- Facilitation of a collaborative “wrap-like” meeting when interested relative and near-kin families are identified to determine next steps and roles for all involved.
- Provision of quarterly data sharing on caregivers and near-kin families offered services through Family Ties.
- As an interested partner, participate in the assessment and evaluation of current home study and training opportunities (Resource Family Approval) process provided to relative caregivers and provide input and collaborative support specific to this redesign process.
- Participation in advanced training topics focused on relative care giving similar to Relatives Offering Ongoing Training and Support (ROOTS) and other trainings as seen to be appropriate. Provide services to informal caregiver families to obtain guardianship for the children in their care.
- Participation in community based subcommittee and event planning workgroups and/or meetings that pertain to the provision of supports, services and training opportunities targeted at relative/near-kin caregivers.
- In collaboration with the COUNTY, participate in planning and implementation sessions for Continuum of Care (CCR) program design.

- Identification and implementation of an adequate data tracking system for the Family Ties program that emphasizes outcomes and accountability.
 - Provision of Outcomes and Output information to the COUNTY and all other stakeholders on a quarterly basis.
 - Provide a written, annual program summary to the County at the beginning of the calendar year. This can be informal to be shared with the Administrative Oversight Team as well as other interested COUNTY partners.
- c. Services will be available for an estimated 200 caregivers and 350 children. If these numbers are exceeded, additional program income may need to be sought to adequately serve the increased population.
 - d. Services will be offered to 'Active' and 'Inactive' cases. 'Active' families include those receiving case management, regular phone and in-person contact from Family Ties staff, and invitations to participate in support groups and other Family Ties sponsored activities. 'Inactive' families are those who are no longer receiving formal case management, but are invited to participate in the support groups and Family Ties sponsored activities.
 - e. Family Ties will work with the County to minimize the likelihood of a waitlist. Case assignment priority will be given to families of dependent children. All cases assigned to a social worker/case manager will be opened within 14 days of referral. The COUNTY will be informed on quarterly basis specific to the status of program census. If the capacity within the program is reached, the COUNTY will be informed, discussion about additional resources will be held and the CONTRACTOR will also refer to collaborative partners for services and will leverage other resources whenever possible to meet those needs.

3. Staffing

The following positions reflect staffing planned for the Family Ties Program, regardless of funding source:

- a. A **Director** to be responsible for the management oversight of the program, including supervision of the Program Director, budgetary oversight and program marketing.
- b. A full-time Program Director will be responsible for the overall operation of the program, including direct supervision and evaluation of the assigned staff, budget monitoring, oversight and liaison with the Monterey County Department of Health for Targeted Case Management (TCM) ongoing training and billing, fundraising assistance, community outreach and marketing of the program.
- c. Program Assistant/Health Information Specialist 1.0 FTE who will review client case files for correctness and completeness, enter data into the Intranet record of care, prepare for and support monthly Utilization Review, bill TCM, work with the COUNTY designee on data collection and review, manage intakes and inquiries, and perform other related duties.
- d. Social Workers/Case Managers up to 5.0 FTE with a minimum of a Bachelor's Degree, or 5 years of related work experience, in a related field will hold these positions. Candidates who do not hold a bachelor's degree will need to have their credentials presented in writing to the Child Welfare Director, or his/her designee, for approval. These positions who will conduct family assessments; develop case plans; provide case management, referral services, trainings and crisis intervention as needed; network with Monterey County Department of Social Services (DSS)

social workers, school nurses, and other community partners; lead support groups; participate in recreational outings as needed; facilitate emergency services and referrals; assist with connections to other consultants and professional services, i.e., respite, health, transportation, and legal consultation. The Social Worker/Case Managers will attend Family Support Team meetings (FSTs), Juvenile Court case reviews, Interagency Placement Committee meetings (IPC) and monthly administrative panel reviews when requested, or if they are providing services for a specific family who requests their presence in the meeting or formal court hearing.

- e. Permanency Specialist 1.75 FTE who works to support relatives and near-kins toward finalizing their guardianships and adoptions.
- f. Support Services Coordinator .50 FTE to plan, implement, and coordinate recreational and special events for eligible caregivers and/or their children.
- g. Activities Assistants (2) each up to .25 FTE, as needed, to support the Recreation Coordinator in the special events and outings for eligible caregivers and/or their children.
- h. Recreation Assistants Part-time/On Call who will provide child specific activities for the program and will offer added supports for various recreational and special events organized by the Support Services Coordinator.
- i. Family Finding Specialists Part-time as needed Family Finding services will be provided by Bachelor of the Arts level Counselors with this specific type of experience. The average rate per hour for this service is projected at \$18.50 per hour. The amount expended will depend upon the number of referrals received. This will be carefully tracked in year one, to create base upon which to project the annual cost.

4. Data Sharing and Evaluation

The following guidelines pertain to the sharing of data and program evaluation. In order to achieve stronger outcomes for children under the care of DSS who are in need of relative and near-kin permanency, DSS will provide data and information specific to these children, as needed to best support the CONTRACTOR supporting these families. CONTRACTOR will partner with the COUNTY on various tasks defined by the court process to receiving the child or family's Case Plan, however nothing that is child specific court case information, not necessary for the support of the child will be shared, and all users will comply with Welfare & Institutions (W & I) Code Section 10850, 45 CFR § 205.50. Violation of this statement may constitute grounds for corrective action up to and including termination of employment and/or the Agreement. Unauthorized use or release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties

E. FISCAL PROVISIONS

1. CONTRACTOR and the COUNTY agree to work collaboratively on the acquisition of additional funding for the Family Ties Program.
2. CONTRACTOR acknowledges that core funding for the Family Ties program is pursuant to the actual funding from the COUNTY.
3. CONTRACTOR agrees to complete the monthly invoices on the form set forth in Exhibits D-1, D-2, and D-3, and provide to COUNTY Primary Contact no later than

the 10th day of the month following the month of service.

4. The maximum amount to be paid by County to CONTRACTOR for the term of this Agreement, July 1, 2017 – June 30, 2020, **shall not exceed one million six hundred sixteen thousand seven hundred sixteen dollars (\$1,616,716)** as detailed in **Exhibit CC, Budget**. The expenditure for the fiscal year July 1, 2019 through June 30, 2020 shall not exceed **five hundred thirty-eight thousand nine hundred six dollars (\$538,906)** as detailed in **Exhibit CC, Budget**.

F. MEETINGS/COMMUNICATIONS

1. CONTRACTOR shall be responsible for reporting to the Seneca Family of Agencies Board of Directors regarding program needs, plans and trends for relative caregivers to include ongoing statistical data and analysis.
2. CONTRACTOR will train Family Ties staff to perform community outreach and education about the Family Ties Program.
3. The primary contact for the COUNTY shall maintain ongoing contact with the CONTRACTOR. The purpose of this Agreement will be to maintain open communication to oversee implementation of the contract; discuss and make decisions regarding contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications.
4. COUNTY shall meet with the CONTRACTOR at a minimum of four (4) times within the contract year to review budgetary issues, concerns and/or plans for the Family Ties Program.
5. CONTRACTOR shall provide regular written communication via newsletter, e-blasts, and website to the COUNTY regarding supports, activities and events available through Family Ties.
6. CONTRACTOR will work collaboratively with Hartnell Community College and the COUNTY on the provision of training, as identified.
7. CONTRACTOR will provide an annual program services summary to the COUNTY by February 15 of each year. Specific data information to be provided to the COUNTY will be determined collaboratively.

G. REPORTING REQUIREMENTS

1. CONTRACTOR will collect and provide data on all families who receive services and supports through the Family Ties program and will provide this data to the COUNTY as requested while still meeting any other additional data requirements of the State or other supporting agencies.
2. CONTRACTOR will provide annual reports utilizing a database to the COUNTY for review. The COUNTY will be responsible for approval and submittal of the final report to the California Department of Social Services (CDSS) if so required.
3. CONTRACTOR will participate in other data collection requirements set forth by the COUNTY as appropriate.

**Monterey County Department of Social Services
and Seneca Family of Agencies
July 1, 2017 - June 30, 2020
Program Budget**

Budget Item	July 1, 2017 - June 30, 2018	July 1, 2018 - June 30, 2019	July 1, 2019 - June 30, 2020	Total Budget
Payroll				
Regional Director	2,438	2,438	26,010	30,885
Program Director	75,300	75,300	43,350	193,950
Case Manager	138,185	138,185	138,185	414,554
Permanency Specialist (MHC)	87,838	87,838	87,838	263,515
Recreational Coordinator	19,760	19,760	19,760	59,280
Recreational Assistant (As needed)	21,000	21,000	21,000	63,000
Case Assistant	28,080	28,080	36,458	92,618
Total Direct Payroll	372,601	372,601	372,601	1,117,802
Benefits	96,876	96,876	96,876	290,629
Total Payroll Expense	\$469,477	\$469,477	\$469,477	1,408,431
Operations				
Program Support				
Office Supplies	4,174	4,174	4,174	12,522
Telephone	10,308	10,308	10,308	30,924
Mileage Reimbursement*	14,400	14,400	14,400	43,200
Staff Recruitment	1,714	1,714	1,714	5,143
Total Program Support	\$30,596	\$30,596	\$30,596	91,789
Facility				
Salinas Facility	30,288	30,288	30,288	90,864
Utilities	3,600	3,600	3,600	10,800
Building Mt. and Supplies	6,000	6,000	6,000	18,000
Total Facility Expense	\$39,888	\$39,888	\$39,888	119,664
Child and Family Related				
Treatment Supplies	10,889	10,889	11,864	33,641
Personal Needs	1,500	1,500	1,500	4,500
Family Special Needs	975	975	-	1,950
Special Events	2,000	2,000	2,000	6,000
Total Child and Family Related	\$15,364	\$15,364	\$15,364	46,091
Total Operations	85,848	85,848	85,848	257,543
Total Payroll	469,477	469,477	469,477	1,408,431
Total Direct Expense	\$555,325	\$555,325	\$555,325	1,665,974
Allocable Overhead @	73,581	73,581	73,581	220,742
Total Program Expense	\$628,905	\$628,905	\$628,905	1,886,716
Less Target Case Management (TCM) Funding	\$ (90,000)	\$ (90,000)	\$ (90,000)	\$ (270,000)
Maximum County Costs	\$ 538,905	\$ 538,905	\$ 538,906	1,616,716

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and SENECA FAMILY OF AGENCIES**

*Family Ties Kinship Support Services Program
7/1/2019-6/30/2020*

INVOICE

Invoice Number: _____

Month: _____

BUDGET ITEM	FY TOTAL 7/1/2018- 6/30/2019	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
Salaries	\$ 372,601			\$ -	372,601.00
Benefits	\$ 96,876			\$ -	96,876.00
Total Salaries and Benefits	\$ 469,477	\$ -	\$ -	\$ -	469,477.00
Operating Costs					
Office Supplies	\$ 4,174			\$ -	4,174.00
Telephone	\$ 10,308			\$ -	10,308.00
Mileage Reimbursement	\$ 14,400			\$ -	14,400.00
Staff Recruitment	\$ 1,714			\$ -	1,714.00
Total Program Support	\$ 30,596			\$ -	30,596.00
Salinas Facility	\$ 30,288			\$ -	30,288.00
Utilities	\$ 3,600			\$ -	3,600.00
Building Mt. and Supplies	\$ 6,000			\$ -	6,000.00
Total Facility Expense	\$ 39,888			\$ -	39,888.00
Treatment Supplies	\$ 11,864			\$ -	11,864.00
Personal Needs	\$ 1,500			\$ -	1,500.00
Family Special Needs	\$ -			\$ -	-
Special Events	\$ 2,000			\$ -	2,000.00
Total Child and Family Related	\$ 15,364			\$ -	15,364.00
					-
Total Operations	\$ 555,325	\$ -	\$ -	\$ -	555,325.00
Overhead (Indirect Costs)	\$73,581			\$ -	73,580.60
Less Targeted Case Management Fund	(\$90,000)				(90,000.00)
Total Program Costs	\$538,906	\$ -	\$ -	\$ -	\$538,906

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Person completing the form: Leticia Grayson Title: Executive Director Phone: 510-654-4004

Authorized signature: [Signature] Title: Executive Director Date: 6/4/19

Monterey County DSS Authorized Signature/Title: _____ Date: _____

Remit Seneca Family of Agencies
2275 Arlington Drive
San Leandro, CA 94578

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit I-1**.

- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

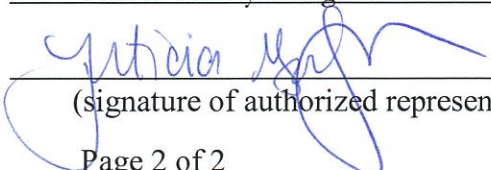
If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Seneca Family of Agencies


(signature of authorized representative)

5/28/19
(date)

SENECA FAMILY OF AGENCIES
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS 2017-2020

<u>Program Name</u>	<u>County Dept.</u>	<u>Contract No.</u>	<u>CFDA #</u>	<u>Contract Period</u>	<u>Contract Amount</u>	<u>Expenditures</u>		<u>Amount Received from County</u>	
						<u>Contract Life - to -</u>	<u>Date</u>	<u>Fiscal Year</u>	<u>Contract Life - to -</u>