

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:
Seneca Family of Agencies

(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:

Child and Family Team (CFT) meeting facilitation and Family Finding and Engagement services for children/youth in out-of-home care.

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: \$ 1,602,372.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2022, 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 10-A 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

Seneca CFT 2020-2022
\$1,602,372

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: Carol Bishop Executive Director
<hr/> Name and Title 1000 S. Main Street Salinas, CA 93901	<hr/> Name and Title 8945 Golf Links Road Oakland, California 94605
<hr/> Address 831-755-4430	<hr/> Address 831-443-0662
<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		CONTRACTOR
<p>By: _____ Contracts/Purchasing Officer</p> <p>Date: _____</p> <p>By: _____ Department Head (if applicable)</p> <p>Date: _____</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form¹ _____ <small>DocuSigned by:</small> <i>Anne Breton, County Counsel</i> <small>07025F3AA36B4A4...</small></p> <p>By: _____ County Counsel</p> <p>Date: _____ 6/22/2020 5:48 PM PDT</p> <p>Approved as to Fiscal Provisions² _____ <small>DocuSigned by:</small> <i>Gary Giboney</i> <small>D3834BFEC1D8449...</small></p> <p>By: _____ Auditor/Controller</p> <p>Date: _____ 6/24/2020 10:30 AM PDT</p> <p>Approved as to Liability Provisions³ _____</p> <p>By: _____ Risk Management</p> <p>Date: _____</p>		<p>Seneca Family of Agencies</p> <p>Contractor's Business Name* _____</p> <p><small>DocuSigned by:</small> <i>Uticia Galvan, CEO</i> <small>3899F102F8244DD...</small></p> <p>By: _____ (Signature of Chair, President, or Vice-President) *</p> <p>_____ Name and Title</p> <p>Date: _____ 6/22/2020 1:38 PM PDT</p> <p><small>DocuSigned by:</small> <i>Ken Bernick, CEO</i> <small>6EDB9689AB2B49C...</small></p> <p>By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *</p> <p>_____ Name and Title</p> <p>Date: _____ 6/22/2020 3:51 PM PDT</p>

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.

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

List of Exhibits

Exhibit	C	Budget
Exhibit	D-1	Invoice 20-21
Exhibit	D-2	Invoice 21-22
Exhibit	E	Child Abuse Reporting Certification
Exhibit	F	HIPAA Certification
Exhibit	G	Certification Regarding Lobbying
Exhibit	H	Elder Abuse Reporting Certification

Seneca Family of Agencies (Kinship Center)
Child and Family Team (CFT), Active Supportive Intervention Services for Transition
(ASIST), and Family Finding & Engagement Partnership (FFE) • Scope of Services

July 1, 2020 – June 30, 2022

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

Street Address: 124 River Road, Salinas, CA 93908
Phone: 831-455-9965
FAX: 831-455-4777

2. Primary Contacts:

<p>Chelsea Chacon, MSW, MAIII DSS, Family and Children’s Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-755-8596 FAX: 831-755-4600 chaconc@co.monterey.ca.us</p>	<p>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</p>
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3. Administrative Oversight Team:

<p>Chelsea Chacon, MSW, MAIII DSS, Family and Children’s Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-755-8596 FAX: 831-755-4600 chaconc@co.monterey.ca.us</p>	<p>Norma Smith Seneca Family of Agencies Kinship Center – Family Ties Program 124 River Road Tel: 831 443 0662 FAX: 831 455 4777 norma_smith@senecacenter.org</p>
<p>Patricia Hernandez, J.D., MAII DSS, Family and Children’s Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 hernandezpl@co.monterey.ca.us</p>	<p>Richard Fenton Probation Services Manager 1422 Natividad Salinas, CA 93906 Tel: 831-755-3912 Fentonr@co.monterey.ca.us</p>

B. PURPOSE

The purpose of this Agreement is to provide best practices in response to the program requirements set forth in the Continuum of Care Reform (CCR) which went into effect in 2017. CCR was established to keep children and youth in their homes whenever possible. When children and youth must be separated from their biological parents, CCR sets in place some fundamental principles and requirements including: that all children should live in a permanent home with a caring, loving adult and that child welfare services are most effective when delivered in the context of the best interests of a child or youth and are delivered in a manner that is family-centered. This Agreement also supports Seneca Family of Agency partnering with the

Seneca Family of Agencies (Kinship Center)
Child and Family Team (CFT), Active Supportive Intervention Services for Transition (ASIST), and Family Finding & Engagement Partnership (FFE) • Scope of Services

COUNTY on the implementation of the Active Supportive Intervention Services for Transition (ASIST) pilot program through the California Department of Social Services (CDSS).

Two significant components of CCR are addressed through this agreement. The first is the requirement for counties to actively seek out and support familial and community connections for children and youth in out-of-home care. This is commonly known as “Family Finding and Engagement” (FFE) and the provision of this service is a main outcome of this agreement. Monterey County Child Welfare and Juvenile Probation desire to partner in meeting best-practice standards for family finding and engagement efforts in order to meet the needs of all children and youth in the foster care system. Probation specifically requires in-depth assistance and expertise to meet best practice needs around FFE.

Secondly, CCR also required the development of the Child and Family Team (CFT) approach for all children and youth in foster care. The CFT model provides the context and required shared responsibility to assess, plan, intervene, monitor, and refine services over time as a child or youth remains in out-of-home care. Regular CFTs must be provided to all children and youth who are experiencing out-of-home care because of foster care placement; both for child welfare and probation children/youth. The CDSS composed ACL NO. 16-84 (Exhibit J) that outlines and provides a broad overview of the requirements and guidelines of the CFT process. Although Monterey County Family & Children’s Services (FCS) has historically provided similar team meetings (Team Decision Making, Family Team Meetings, Permanency Conferences etc.), this new scope of services mainstreams these meetings, which historically were focused on specific subgroups with foster care. The need for planning, scheduling, facilitating, documenting, and preparing all children, youth and families for a CFT exceeds internal capacity for both Monterey County Family and Children’s Services and Probation. CFTs also suggest that a neutral party to act as a facilitator. This agreement supports the provision of these CFT best practice services through a community partner.

This agreement includes service delivery to all Monterey County children, youth and families who are at high risk of, or currently experiencing foster care placements within their family system. This includes eligible children, youth and families in both the Child Welfare and Probation systems.

C. PROGRAM DESCRIPTION

The target population is children, youth and families who fall within the following categories:

- ✓ Have an open child welfare investigation and/or referral,
- ✓ Are open to Child Welfare Dependency or Juvenile Probation Warship, and
- ✓ Families at risk of out of home placement and are under Child Welfare supervision through a Voluntary Family Maintenance case, and
- ✓ Families under Juvenile Probation jurisdiction and are at risk of out of home placement

The SCOPE OF WORK includes but is not limited to the following:

1. Child and Family Team Meetings:

Facilitation and administration of Child and Family Team Meetings. Additional guidance regarding Child and Family Team Meetings can be located in All County Letter (ACL) No. 16-84, issued by the California Department of Social Services (CDSS). Responsibilities for facilitation and administration of Child and Family Team Meetings include:

- a. Scheduling, preparation, facilitation and documentation of Child and Family Team (CFT) meetings for children, youth and families who have an open child welfare referral/investigation, or an open case with either the Child Welfare or Juvenile

Seneca Family of Agencies (Kinship Center)
Child and Family Team (CFT), Active Supportive Intervention Services for Transition (ASIST), and Family Finding & Engagement Partnership (FFE) • Scope of Services

Probation systems. This could build in capacity for an average of fifty (50) CFTs per month. Specifics include but are not limited to:

- i. Creating and maintaining a centralized in-box and e-mail for CFT related communication.
- ii. Supporting and working with the COUNTY on the creation and tracking of the various forms needed for participation in the CFT Partnership program.
- iii. Responding to referrals in the following timeframes: initial call-back or e-mail to confirm receipt of referral will occur within 24 hours of receiving the referral. CFTs will be organized and facilitated by the CONTRACTOR as follows:
 - ✓ crisis emergency: occur within 72 hours of referral;
 - ✓ new case referrals from the Dependency or Probation Placement Unit: upon County case assignment refer within one week (7 days) of referral;
 - ✓ ongoing: ideally next CFT will be scheduled at the end of the CFT being held, non-emergency CFTs will be scheduled and held within one month (30 days) of referral.

2. Active Supportive Intervention Services for Transition (ASIST):

Administrative oversight of the ASIST Program, as outlined in CDSS ACL No. 19-53. CONTRACTOR responsibility to complete ASIST related scope of work, as well as funds associated with the ASIST Program, are contingent upon CDSS approval and allocation of ASIST funds. Responsibilities for administrative oversight of the ASIST Program include:

- a. Provision of intensive based services for mutually identified youth.
 - i. Services will be provided with a goal of transitioning youth from residential placement setting to family-based settings.
 - ii. The total number of youth which this program has capacity to serve will be determined based on the awarded allocation.
- b. Completion of monthly data and documentation requirements of the ASIST Program, as required by CDSS.
 - i. Monthly ASIST reports shall be submitted to COUNTY no later than the 10th of each month following the month of service data.
- c. Attend weekly Interagency Placement Committee (IPC) meetings, as appropriate, to provide and/or collect ASIST information to/from the committee.
 - i. IPC facilitators will notify CONTRACTOR on a weekly basis if presence is required for ASIST related agenda items.
- d. Attend monthly CDSS case consultation meetings as appropriate.
 - i. COUNTY will notify CONTRACTOR when attendance is required.

3. Family Finding and Engagement:

Work with the family and the COUNTY to locate, engage, and support extended family and kin for children and youth in foster care. This work is critical to the creation of a circle of permanence and network of natural supports for children in foster care, and families involved in the child welfare and juvenile probation systems. Within this agreement there is capacity for an average of thirty (30) open families (sibling groups) at one time.

D. ROLES AND RESPONSIBILITIES

1. Facilitator role includes, but is not limited to:

Seneca Family of Agencies (Kinship Center)
Child and Family Team (CFT), Active Supportive Intervention Services for Transition (ASIST), and Family Finding & Engagement Partnership (FFE) • Scope of Services

- a. Adhering to the CFT facilitation guidelines and training offered through CDSS or its designee,
- b. Contacting the Social Worker/Probation Officer (SW/PO) not less than one week prior to the CFT (or within 24 hours of receiving a referral for a crisis CFT) to discuss pertinent information,
- c. Creating an agenda,
- d. Initiating a sign-in sheet,
- e. Acting as back-up for note taking when SW/PO is unable to identify or provide an individual (i.e. clerical or supervisor) for this task,
- f. Work with scheduler to coordinate the date/time/location of the CFT,
- g. Set up technology for CFTs where there needs to be telephonic or videoconference participation,
- h. Writing a facilitator meeting summary to the group to be input by the SW/PO in Case Management System (CMS) as required by CDSS,
- i. Completing the Family Fund Request form and gaining signatures from CFT participants; at minimum, the SW/PO and a family member must sign,
- j. Gathering basic Family Finding information from the CFT for initiation of a Family Finding referral, and
- k. Other duties as determined by CONTRACTOR and COUNTY as program develops.

2. Scheduler role includes, but is not limited to:

- a. Checking the CFT inbox not less than two times per workday,
- b. Contacting all parties listed in the CFT referral to schedule a meeting,
- c. Working with Children's Behavioral Health (CBH) /Department of Social Services (DSS)/Probation designees,
- d. Working with facilitator on scheduling as needed,
- e. E-mailing or faxing (to be determined) the Family Fund form to the designated DSS manager within 24 hours of receipt.
- f. Passing on Family Finding and Engagement referrals to the appropriate staff within 24 hours of receipt.
- g. Assuring that for all active court cases prior to the termination of parental rights (TPR) that a parent(s) is invited and actively engaged to participate as well as all children/youth (as age appropriate) are to be present at the CFT
- h. Assuring that a representative from CBH can attend the CFT.
- i. Tracking ASIST children/youth
- j. Other duties as determined by CONTRACTOR and COUNTY as program develops.

3. Family Engagement Specialists:

- a. Accepting the Family Finding and Engagement (FFE) referral within 24 hours of CFT.
- b. Contacting the SW/PO within 72 hours to formulate a plan of action and engagement which may include hard file or CMS file review. This task will take place within the DSS or Probation offices.
- c. Communication is critical to Family Finding and Engagement work. Maintaining regular contact with the SW/PO, providing monthly case summaries to be written up by the CONTRACTOR, reviewed by the COUNTY and agreed upon by the team; to include not less than monthly e-mail summaries.
- d. Requesting that the SW/PO set up a CFT when significant information has been located and a detailed plan of action developed specific to FFE efforts.

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- 4. Other expectations and services of the CONTRACTOR include but are not limited to:**
- a. Facilitation of CFTs in the residence of the child(ren) whenever appropriate.
 - b. Identification of local, neutral neighborhood spaces to hold CFTs.
 - c. Travel out of County to facilitate CFTs where youth are transitioning from a Short Term Residential Therapeutic Program (STRTP).
 - d. When requested by the COUNTY, preparing and educating participating family members for the CFT.
 - e. Set up, management and tracking of One Time Only (OTO) funds to be accessed via the CFT as needed to meet immediate needs of the family.
 - f. Support and participate with the COUNTY in the development and tracking of the necessary forms needed to access these funds.
 - g. Provide the technology needed to facilitate and hold virtual CFTs deemed to be appropriate by CDSS, the COUNTY and CONTRACTOR.
 - h. Provide and participate in the necessary training and supports to staff selected to do the CFT facilitation, family finding and engagement work as required by the CONTRACTOR.

E. STAFFING

The following positions reflect staffing planned for the CFT Partnership Program, regardless of funding source:

1. **Executive Director:** responsible for the management oversight of the program, including supervision of the Program Director, budgetary oversight and program marketing.
2. **Half-time Program Director:** responsible for the overall operation of the program, including direct supervision of the Program Supervisor, budget monitoring, and program liaison with Monterey County DSS, and backup direct supervision of program staff.
3. **Program Supervisor .50 FTE:** responsible for direct supervision and evaluation of the CFT Facilitators and Coordinator Scheduler, including participating in ongoing training.
4. **Program Facilitators 2.50 FTE:** preparing, facilitating and documenting CFT's within program guidelines, maintain communication with the SW/PO and other significant County staff, coordinate with scheduler to arrange for CFT meeting, provide summary notes to SW/PO, arrange for Family Fund request, gather information for Family Finding, schedule subsequent CFT.
5. **Family Engagement Specialists 1.50 FTE:** conduct Family Finding and Engagement work for families referred from DSS and Probation through the CFT process. Maintain open communication with SW/PO with regularly scheduled updates of progress. Participate in ongoing training to enhance skills.
6. **CFT Note-taker .50 FTE:** working within the values outlined by the adopted CDSS Core Practice Model, this person performs tasks in an administrative support role to assure best practices are reached during the set-up, facilitation and information sharing within the CFT. Primary tasks include, but may not be limited to: note taking during CFTs, supporting set-up and clean-up for a CFT, dissemination of shared paperwork and information post CFT, and

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pre-CFT or post CFT calls or e-mails to CFT participants as needed.

7. **Coordinator Scheduler 1.0 FTE:** coordinate with Facilitators to contact participants and schedule CFT meetings; contact all participants; locate appropriate sites and set up meetings with necessary technology; manage data entry and tracking documentation as directed; arrange travel for Facilitators and Family Engagement Specialists when needed; manage referrals and track contacts.

F. 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 and Probation who are in need of relative and near-kin permanency, DSS and Probation 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 for 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 this Agreement.

Unauthorized use or release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties

G. FISCAL PROVISIONS

1. CONTRACTOR acknowledges that core funding for the CFT Partnership is pursuant to the actual funding from the COUNTY.
2. CONTRACTOR agrees to complete the monthly invoices on the form set forth in **Exhibit D**, and provide to COUNTY Primary Contact no later than the 10th day of the month following the month of service.
3. The maximum amount to be paid by County to CONTRACTOR for the term of this Agreement, **July 1, 2020 through June 30, 2022**, shall not exceed **one million six hundred two thousand three hundred seventy-two (\$1,602,372)**, as detailed in **Exhibit C**, as follows:

Fiscal Year	Annual Budget
2020-21	\$815,436
2021-22	\$786,936
Grand Total	\$1,602,372

H. 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 participate in not less than monthly CFT Partnership meetings to review the program strengths and areas of growth as well as problem solve, create and enhance existing program planning. This meeting will specifically address any communication necessary around the Family Finding and Engagement portion of this Agreement.

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3. CONTRACTOR will participate in not less than quarterly contract review meetings. The purpose of these meetings will be to maintain open communication to oversee implementation of this Agreement; discuss and make decisions regarding contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications.
4. CONTRACTOR will work collaboratively with the COUNTY, Hartnell Community College and the Title IV-E oversight team on the provision of training, as identified.
5. CONTRACTOR will provide an end of FY program services summary to the COUNTY by August 15 of each year. Specific data information to be provided to the COUNTY will be determined collaboratively.
6. CONTRACTOR will meet monthly with the identified team specific to the implementation and oversight of ASIST pilot program
7. CONTRACTOR will participate in across county collaborative efforts pertaining to best practice implementation of CCR efforts.

I. REPORTING REQUIREMENTS

1. CONTRACTOR will collect and provide data on all CFTs, OTO fund requests and family finding and engagement efforts provided by the CFT Partnership program, assuring a partnership that can provide other additional data requirements of the State or other supporting agencies.
2. CONTRACTOR will complete and submit the reporting requirements determined by CDSS specific to the ASIST program.
3. The COUNTY will be responsible for approval and submittal of the data as received by the CONTRACTOR and to be provided to the CDSS, Chief Probation Officers of California (CPOC) and the California Department of Health Care Services (DHCS).
4. CONTRACTOR will participate in other data collection requirements set forth by the COUNTY as appropriate.

EXHIBIT B

**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** and shall include an invoice number.

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**. **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 **Exhibit C**. 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.

EXHIBIT B

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

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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

EXHIBIT B

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**.

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- **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);
- **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.

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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.

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 **Carol Bishop** 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.

EXHIBIT B

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 Child and Family Team/Family Finding and Engagement Budget
Seneca Family of Agencies
FY 2020-2022

REVENUE		FFE	CFT	FY 2020-2021	FY 2021-2022
Monterey County Funds				\$815,436	\$786,936
Total Revenue				\$815,436	\$786,936
EXPENSES	FTE	22%	78%	TOTAL	TOTAL
Personnel					
Regional Executive Director		\$0	\$0	\$0	\$0
Director	0.50	\$10,314	\$36,569	\$46,883	\$46,883
Program Supervisor	0.50	\$7,502	\$26,598	\$34,100	\$34,100
Facilitator	0.50	\$0	\$34,100	\$34,100	\$34,100
Bilingual Facilitator (MA-level)	1.00	\$0	\$66,000	\$66,000	\$66,000
Bilingual Facilitator (BA-level)	1.00	\$0	\$58,240	\$58,240	\$58,240
Family Engagement Specialist	1.00	\$59,891	\$0	\$59,891	\$59,891
Family Engagement Specialist	0.50	\$29,536	\$0	\$29,536	\$29,536
CFT Notetaker	1.00	\$0	\$54,272	\$54,272	\$54,272
Coordinator/Scheduler	1.00	\$0	\$50,969	\$50,969	\$50,969
Health Information Specialist	0.42	\$4,005	\$14,198	\$18,203	\$18,203
Total	7.42	\$111,248	\$340,946	\$452,194	\$452,194
Benefits	26%	\$28,925	\$88,646	\$117,571	\$117,571
Total Personnel		\$140,173	\$429,592	\$569,765	\$569,765
OPERATIONS					
Program Support					
Office Supplies				\$4,000	\$4,000
Telephone				\$5,850	\$5,850
Family Finding Searches				incl. in tx supplies	incl. in tx supplies
Staff Training and Recruitment				\$2,350	\$2,350
Mileage Reimbursements/Staff Travel				\$14,150	\$14,150
Total Program Support				\$26,350	\$26,350
Facility					
Facility Expense				\$35,000	\$35,000
Expendable Equipment				\$1,750	\$1,750
Total Facility				\$36,750	\$36,750
Child and Family Engagement Supplies					
Total Child and Family Engagement Supplies (Tx Supplies)				\$7,500	\$7,500
Family Contingency Fund (with county approval)				\$50,000	\$50,000
ASIST				\$28,500	\$0
Total Child and Family Engagement Supplies				\$86,000	\$57,500
TOTAL OPERATIONS				\$149,100	\$120,600
TOTAL DIRECT EXPENSE				\$718,865	\$690,365
Allocable Expense	14%			\$96,571	\$96,571
TOTAL EXPENSE				\$815,436	\$786,936

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and SENECA FAMILY OF AGENCIES
EXHIBIT D1**

*Monterey CFT Partnership
7/1/2020 - 6/30/2021*

INVOICE



Invoice Number: _____

Invoice Month: _____

BUDGET ITEM	FY TOTAL BUDGET	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
Salaries	\$452,194.00	\$0.00	\$0.00	\$0.00	\$452,194.00
Benefits	\$117,571.00	\$0.00	\$0.00	\$0.00	\$117,571.00
Total Salaries and Benefits	\$569,765.00	\$0.00	\$0.00	\$0.00	\$569,765.00
Operating Costs					
Office Supplies	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00
Telephone	\$5,850.00	\$0.00	\$0.00	\$0.00	\$5,850.00
Family Finding Searches (inc. in tx supplies)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Staff Training and Recruitment	\$2,350.00	\$0.00	\$0.00	\$0.00	\$2,350.00
Mileage Reimbursement/Staff Travel	\$14,150.00	\$0.00	\$0.00	\$0.00	\$14,150.00
Total Program Support	\$26,350.00	\$0.00	\$0.00	\$0.00	\$26,350.00
Facility	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00
Expendable Equipment	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
Total Facility Expense	\$36,750.00	\$0.00	\$0.00	\$0.00	\$36,750.00
Child and Family Engagement TX Supplies	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00
Family Contingency Fund (county approval)	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
ASIST (pending CDSS Allocation Approval)	#####	\$0.00	\$0.00	\$0.00	#####
Total Child and Family Related	\$86,000.00	\$0.00	\$0.00	\$0.00	\$86,000.00
Total Operations	\$718,865.00	\$0.00	\$0.00	\$0.00	\$718,865.00
Overhead (Indirect Costs)	\$96,571.00	\$0.00	\$0.00	\$0.00	\$96,571.00
Total Program Costs	\$815,436.00	\$0.00	\$0.00	\$0.00	\$815,436.00

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.

Authorized signature: _____ Title: _____ Date: _____

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

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

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and SENECA FAMILY OF AGENCIES
EXHIBIT D2**

*Monterey CFT Partnership
7/1/2021 - 6/30/2022*

INVOICE



Invoice Number: _____

Invoice Month: _____

BUDGET ITEM	FY TOTAL BUDGET	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
Salaries	\$452,194.00	\$0.00	\$0.00	\$0.00	\$452,194.00
Benefits	\$117,571.00	\$0.00	\$0.00	\$0.00	\$117,571.00
Total Salaries and Benefits	\$569,765.00	\$0.00	\$0.00	\$0.00	\$569,765.00
Operating Costs					
Office Supplies	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00
Telephone	\$5,850.00	\$0.00	\$0.00	\$0.00	\$5,850.00
Family Finding Searches (inc. in tx supplies)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Staff Training and Recruitment	\$2,350.00	\$0.00	\$0.00	\$0.00	\$2,350.00
Mileage Reimbursement/Staff Travel	\$14,150.00	\$0.00	\$0.00	\$0.00	\$14,150.00
Total Program Support	\$26,350.00	\$0.00	\$0.00	\$0.00	\$26,350.00
Facility	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00
Expendable Equipment	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
Total Facility Expense	\$36,750.00	\$0.00	\$0.00	\$0.00	\$36,750.00
Child and Family Engagement TX Supplies	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00
Family Contingency Fund (county approval)	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
ASIST (pending CDSS Allocation Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Child and Family Related	\$57,500.00	\$0.00	\$0.00	\$0.00	\$57,500.00
Total Operations	\$690,365.00	\$0.00	\$0.00	\$0.00	\$690,365.00
Overhead (Indirect Costs)	\$96,571.00	\$0.00	\$0.00	\$0.00	\$96,571.00
Total Program Costs	\$786,936.00	\$0.00	\$0.00	\$0.00	\$786,936.00

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.

Authorized signature: _____ Title: _____ Date: _____

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

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


EXHIBIT E

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Seneca Family of Agencies

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:

3899F102F8244DD...

Authorized Signature

6/22/2020 | 1:38 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 F

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 F**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 F

- (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 F

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: Seneca Family of Agencies

By:  3899F102E8244DD...

Title: Chief Operating Officer
6/22/2020 | 1:38 PM PDT

Date: _____

EXHIBIT G

CERTIFICATION REGARDING LOBBYING

Seneca Family of Agencies

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:

 3899F102E8244DD

 Signature

Chief Operating Officer
Title

6/22/2020 | 1:38 PM PDT

Seneca Family of Agencies.
Agency/Organization

Date

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

Seneca Family of Agencies

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:
Leticia Galvan, COO
3899F102F8244D...

Authorized Signature

6/22/2020 | 1:38 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**

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)

12/27/2019

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. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Annie Lee PHONE (A/C, No, Ext): 818 539 8601 FAX (A/C, No): 818 539 8701 E-MAIL ADDRESS: Annie_Lee@ajg.com INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Seneca Family of Agencies 2275 Arlington Drive San Leandro, CA 94578	License# 0726293 SENEFAM-01 INSURER A: Nonprofits' Insurance Alliance of CA INSURER B: Great American Spirit Insurance Company 33723 INSURER C: New York Marine And General Insurance Company 16608 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1929623482** **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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		201900557NPO	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 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	Y		201900557NPO	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201900557UMBPO	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		2341	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability Retro Date 3/2/2016			F14390108002	7/1/2019	7/1/2020	Each Claim \$2,000,000 Aggregate \$2,000,000 Retention \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Nonprofits' Insurance Alliance of CA - AM Best number #11845

Policy: Improper Sexual Conduct
 Policy Term: 7/1/2019 to 7/1/2020
 Policy #: 201900557NPO
 Carrier: Nonprofits' Insurance Alliance of CA
 Each Claim: \$1,000,000 Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Monterey County DSES 1000 South Main Street, Ste. 304 Salinas CA 93901	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
--	---

AGENCY CUSTOMER ID: SENEFAM-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Seneca Family of Agencies 2275 Arlington Drive San Leandro, CA 94578	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Professional Liability
 Policy Term: 7/1/2019 to 7/1/2020
 Policy #: 201900557NPO
 Carrier: Nonprofits' Insurance Alliance of CA
 Each Claim: \$1,000,000 Aggregate: \$3,000,000

Policy: Crime
 Carrier: Berkley Regional Insurance Company
 Policy # BCCR-45001843-24
 Policy Term: 07/01/2019 to 07/01/2020
 Employee theft: Limit:\$1,000,000 Deductible:\$5,000
 Forgery & Alteration: Limit:\$1,000,000 Deductible:\$5,000
 Theft of money and securities : Limit:\$500,000 Deductible:\$5,000
 Robbery or burglary of Property: Limit:\$500,000 Deductible:\$5,000
 Money and securities : Limit:\$500,000 Deductible:\$5,000
 Computer fraud: Limit:\$1,000,000 Deductible:\$5,000
 Fund transfer fraud: Limit:\$1,000,000 Deductible:\$5,000
 Money order and counterfeit paper currency: Limit:\$500,000 Deductible:\$5,000

Policy: Directors & Officers Liability
 Policy Term: 7/1/2019 to 7/1/2020
 Policy #: 201900557DONPO
 Carrier: Nonprofits' Insurance Alliance of CA
 Each Claim:\$1,000,000 , Retention:\$10,000

Policy: Employment Practices Liability
 Policy Term: 7/1/2019 to 7/1/2020
 Policy #: 201900557DONPO
 Carrier: Nonprofits' Insurance Alliance of CA
 Per claim: 1,000,000 Aggregate: 2,000,000 Retention \$10,000

The County of Monterey, its officers, agents and employees are included as additional insured under the general liability and automobile liability coverages with respect to the operations of the named insured. Such insurance is Primary and Non-Contributory.

NUMBER 2341

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Seneca Family of Agencies

STATE OF INCORPORATION CA

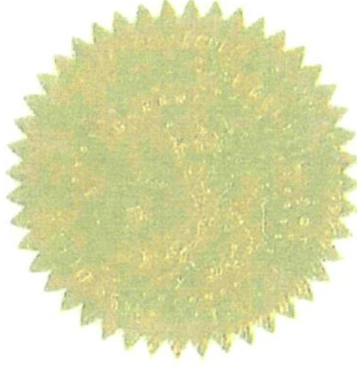
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause.*

EFFECTIVE DATE:

THE 1st Day of November 2013

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



[Signature]

Jon Wroten, Chief

[Signature]

Christine Baker, Director

*Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 - Administration of Self Insurance



Workers' Compensation Solutions

RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A+" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2020
Expiration: January 1, 2021

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

Jaqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

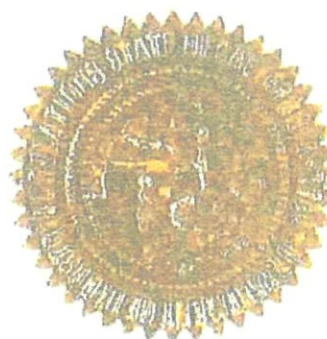
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a Corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December, 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

John M. Rea
JOHN M. REA

DIRECTOR

Mark T. Johnson
MARK T. JOHNSON
MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

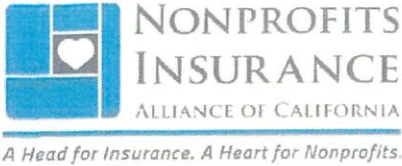
under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 05th of December 2019

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Monument Insurance Services
255 Great Valley Pkwy, Ste 200
Malvern, Pa 19355



NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefor nonprofits.org

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2019-00557-NPO

Schedule AI

Page 9

NAME OF INSURED: Seneca Family of Agencies; Canyon Acres Children and Family Services; Family Life Center

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - NIAC A1
Monterey County Health Dept.'s Women, Infants and
Children's Program
632 E. Alisal St.
Salinas, CA 93905

As respects vehicle(s): ALL

Additional Insured - NIAC A1
Mt. Diablo Unified School District
1936 Carlotta Dr.
Concord, CA 94519

As respects vehicle(s): ALL

Additional Insured - NIAC A1
Napa County Health and Human Services Agency, Attn:
Sandra, Fiscal Administration
2261 Elm St., Bldg. K
Napa, CA 94559

As respects vehicle(s): ALL

Additional Insured - NIAC A1
Newark Unified School District
5715 Musick Ave.
Newark, CA 94560-2554

As respects vehicle(s): ALL

Additional Insured - NIAC A1
Newport Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

As respects vehicle(s): ALL

Additional Insured - NIAC A1
Newport Mesa Unified School District, its officers, agents,
employees and volunteers
2985 Bear Street
Costa Mesa, CA 92626

As respects vehicle(s): ALL

COUNTERSIGNED: 7/2/2019

BY

(AUTHORIZED REPRESENTATIVE)

POLICY NUMBER: 2019-00557
 Named Insured: Seneca Family of Agencies*

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: 2019-00557

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

[Empty rectangular box for the schedule details]

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



POLICY NUMBER: 2019-00557

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/09/2020 from 8:00 AM to 1:00 PM

ALERT: CAGE is experiencing a high volume of entity registrations; processing time is currently exceeding the normal window of ten business days. Please respond promptly by email to the DLA CAGE Program if you are contacted for additional information to prevent further delays.

Search Results

Current Search Terms: Seneca Family of Agencies*

Total records: 1

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[Print](#)

Result Page: 1

Sort by: **Relevance**

Order by: **Descending**

Your search for Seneca Family of Agencies* returned the following results...

Entity

Seneca Family of Agencies

Status: **Active**

DUNS: **178420030**

CAGE Code: **5JQ43**

[View Details](#)

Has Active Exclusion?: **No**

DoDAAC:

Expiration Date: **02/19/2021**

Debt Subject to Offset?: **No**

Purpose of Registration: **All Awards**

Result Page: 1

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- [USA.gov](#)

VS0000002017 : SENECA FAMILY OF AGENCIES | KINSHIP CENTER SENECA CENTER

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Search:

CONTACT NAME	ADDRESS	PHONE
Default	124 RIVER RD SALINAS, CA 93908	000-000-0000
Katherine West	2275 ARLINGTON DR SAN LEANDRO, CA 94578	510-654-4004 510-317-1426 katherine_west@senecacenter.org

Show 25 ▾ entries

Showing 1 to 2 of 2 entries

Previous | Next

Contracts under SENECA FAMILY OF AGENCIES

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Search:

CONTRACT NUMBER	VENDOR	START DATE	END DATE	A
5010-MOU1501	Seneca Family of Agencies	4/1/2015	09/09/9999	Bach MOU \$1.00
5010-19369	Seneca Family of Agencies	7/1/2019	06/30/2021	Chacon FCS \$382,584.00
5010-A-13849	Seneca Family of Agencies	3/1/2018	06/30/2020	Pierce FCS \$1,480,920.00
5010-MOU19647	SENECA FAMILY OF AGENCIES	1/2/2020		CHELSEA CHACON FCS \$0.00

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