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 (WRAP) Program	_
	,

(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:

Wraparound services for children and families

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:\$4,584,643.00

3.0 TERM OF AGREEMENT:

- 3.01 The term of this Agreement is from May 15, 2020 to

 June 30, 2023 , unless sooner terminated pursuant to the terms of this

 Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:
See Page 10A for List of Exhibits

Seneca WRSP \$4,584,643.00 2020-23 Agreement ID: ⁵⁰¹⁰⁻²⁷

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 <u>not</u> 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

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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:

<u>Commercial General Liability Insurance</u>: 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.

$\overline{}$	
	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
V	all motor vehicles, including owned, leased, non-owned, and hired vehicles,

(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.)

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.

<u>Workers' Compensation Insurance</u>: 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.)

<u>Professional Liability Insurance</u>: 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.

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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 <u>County Records:</u> 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 <u>Maintenance of Records:</u> 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 <u>Royalties and Inventions:</u> 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.

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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 <u>INDEPENDENT CONTRACTOR:</u>

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: Ken Berrick Chief Executive Officer
Name and Title	Name and Title
1000 S. Main Street	6925 Chabot Road
Salinas, CA 93901	Oakland, California 94618.
Address	Address
831-755-4430	(510) 654-5004
Phone:	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.

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- 15.07 <u>Successors and Assigns:</u> 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 <u>Compliance with Applicable Law:</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings</u>: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence</u>: 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 <u>Counterparts:</u> 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 <u>Authority:</u> 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 <u>Integration:</u> 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 <u>Interpretation of Conflicting Provisions:</u> 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.

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16.0 <u>SIGNATURE PAGE.</u>

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

COUNTY OF MONTEREY	CONTRACTOR
By:Contracts/Purchasing Officer	Seneca Family of Agencies
Date:	Contractor's Business Name*
By: Department Head (if applicable)	By: Leticia Galyean, COO
Date:	(Signature of Chair, President, or Vice-President) * Leticia Galyean, C.O.O.
Board of Supervisors (if applicable) Date:	Date: 5/5/2020 Name and Title
Approved as too Former by:	
By: Anne Brereton, County Counsel County Counsel	Docusigned by: Lew Berrick, CEO
Date: 5/5/2020	By: (Signature of Secretary, Asst. Secretary,
approved as to Fiscal Provisions2	CFO, Treasurer or Asst. Treasure) * Ken Berrick C.E.O.
Burcu Mousa 5y:	Name and Title 5/5/2020
Date: Auditor/Controller 5/6/2020 Auditor/Controller	Date:
Approved as to Liability Provisions ³	
Зу:	
Risk Management Date:	
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 – 2019-2020
Exhibit	C-1	Budget- 2021-2022
Exhibit	C-2	Budget – 2022-2023
Exhibit	D	Invoice $-2019-2020$
Exhibit	D-1	Invoice $-2020-2021$
Exhibit	D-2	Invoice $-2021-2022$
Exhibit	D-3	Invoice $-2022-2023$
Exhibit	E	Child Abuse Reporting
Exhibit	${f F}$	HIPAA
Exhibit	G	Lobbying
Exhibit	H	Elder Abuse Reporting

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES & SENECA FAMILY OF AGENCIES WRAPAROUND SERVICES

MAY 15, 2020 – JUNE 30, 2023

Scope of Services/Payment Provisions

I. CONTACTS

1. Contract Administrators:

County	Contractor
Chelsea Chacon Management Analyst III DSS, Family & Children's Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: (831) 759-6768 FAX: (831) 755-4600 Piercevr@co.monterey.ca.us	Ken Berrick Chief Executive Officer Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 Tel: (510)654-5004 FAX: (510) 830-3590 ken_berrick@senecacenter.org

2. Administrative Oversight Team:

Chelsea Chacon, Management Analyst III (same as above)	Leticia Galyean Chief Operating Officer Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 Tel: (510)654-5004 FAX: (510) 830-3590 leticia_galyean@senecacenter.org		
Melissa Mairose, Finance Manager II Monterey County DSS 1000 S. Main Street, Suite 306 Salinas, CA 93901 Tel: (831) 755-4433 FAX: (831) 755-8476 mairosema@co.monterey.ca.us	Carol Bishop Executive Director Seneca Family of Agencies, Kinship Center 124 River Road Salinas, CA 93908 Tel: (831) 207-8246 FAX: (831) 455-4791 Carol_bishop@senecacenter.org		

II. CONTRACT AWARD INFORMATION

SUBAWARD: Foster Care - Title IV-E

CONTRACTOR DUNS Number: 178420030

Federal Award Identification Number (FAIN):

Date County Awarded Funding:

CFDA PASSTHROUGH INORMATION AND DOLLAR AMOUNT:

Federal Award Description: Administration for Children and Families, Department of Health and Human Services

Research and Development: No.

Indirect Cost Rate:

III. BACKGROUND

When Wraparound first came into practice in California, SB 163 targeted Wraparound services and supports for children and families who currently reside in, are eligible for, or are at imminent risk of out-of-home care at a rate classification level (RCL) of 10 or higher. Since 2002, Monterey County has been operating a collaborative Wraparound program consisting of Monterey County Department of Social Services (DSS), Monterey County Juvenile Probation Department (JPD), Monterey County Health Department (HD) and local community partners who contractually support and provide the care coordination, service provision, and shared oversight of Wraparound Monterey County. In Wraparound Monterey County, the practices emphasize a team-driven, family-centered, and community-driven program for individual families.

In response to the Katie A v. Bonta class action lawsuit, the California Department of Social Services and the Department of Health Care Services began implementation of the Core Practice Model (CPM). The CPM describes the practice standards and activities for a coordinated, comprehensive and individualized approach between child welfare and mental health systems. One way Monterey County is responding to this CPM is through building the Wraparound Monterey County program and partnership. Wraparound Monterey County has worked to provide an in-home alternative so that children do not have to sacrifice attachment and connection, and families are not forced to be separated from their loved ones in order to access intensive treatment. Additionally, since mental illness may impact an entire family, other family members may also access a range of supportive services and clinical interventions as needed via Wraparound and through discussion in the Child and Family Team (CFT) meeting. Wraparound Monterey County has incorporated an ongoing goal to develop, maintain, and grow as a system of care. This has allowed for a coordinated network of county and community-based services and supports that are organized to meet the challenges of children and youth with serious mental health needs and their families.

Through the years, counties have modified their Wraparound target population and treatment plans. Along with serving youth who are exiting, or are at risk of entering high-cost residential care, Monterey County has put emphasis on the provision of Wraparound to youth ages 10 and older, any large sibling group working toward reunification, and any youth who is re-entering foster care. Since the implementation of the Continuum of Care Reform (CCR) in January 2017, Monterey County has expanded the provision of Wraparound services to include an even greater population of families in order to support children to stay in the local community while receiving the services they need. CCR has encouraged counties to expand and individualize their Wraparound program to best serve and meet the needs of their local community that includes both Medi-Cal and Non-Medi-Cal services and supports.

Seneca Family of Agencies (Seneca) was incorporated in 1985 as a California public benefit 501(c)(3) nonprofit corporation whose mission is to help children and families through the most difficult times of their lives. Since that time, Seneca has evolved to provide a wide array of community-based, family-focused, and culturally responsive services for tens of thousands of children, youth, and families who struggle with poverty, trauma, mental health challenges, and other systemic risk factors. Through its member agency Kinship Center, Seneca has for many years contracted with the County of Monterey to provide placement, permanency, kin care support, family finding, and permanency-focused mental health services for some of the county's most vulnerable children, youth, and families.

Seneca is able to provide Wraparound services inclusive of Specialty Mental Health Services (SMHS) for Monterey County residents, both because of its long history of service delivery in the county, as well as its 22 years of experience as a leading Wraparound provider for youth and families throughout California. As a current provider of permanency and placement services, outpatient behavioral health services, and mobile crisis response services for youth and families in Monterey County, Seneca's Wraparound program will represent a critical service type that weaves together a comprehensive continuum of care and ensures that youth and families receive unconditional care and continuity of service provision even as their needs change over time.

IV. PURPOSE

The purpose of this Agreement is to clearly define the provision of Wraparound services in Monterey County through a coordinated partnership between DSS, JPD, HD, and Seneca Family of Agencies. This Agreement outlines the Wraparound program objectives, the structure of services provided, staff responsibilities, and eligibility requirements. It specifies the responsibilities of the agencies involved, the tracking and reporting of youth receiving Wraparound services, and means of communication.

V. TARGET POPULATION

A. Children, youth, and families involved in the child welfare, children's behavioral health, or juvenile probation systems who have complex needs requiring intensive, comprehensive, coordinated, highly individualized interventions, as well as linkage to

services to ensure safety, permanency, and wellbeing. Priority will be given to youth ages 10 and older, large sibling groups working toward reunification, youth re-entering dependency, youth at risk of being placed in a Short-term Residential Therapeutic Program (STRTP) or group home, and youth transitioning from a STRTP or group home.

- B. Specific subpopulations to be served may include:
 - 1. Families with voluntary (non-Court) child welfare cases
 - 2. Reunified families whose case closes during service delivery
 - 3. Legal guardianship cases
 - 4. Infants and young children ages birth through five
 - 5. Developmentally delayed children and youth with co-occurring mental health disorders
 - 6. Children and youth exiting a hospitalization for a mental health related condition.
 - 7. Pre-adjudicated, juvenile justice involved youth

VI. PROGRAM DESCRIPTION

A. Program Narrative

Wraparound Monterey County will provide flexible, family-centered, and highly individualized Specialty Mental Health and non-Medi-Cal Wraparound services and supports for eligible youth and their families, such as youth involved with foster care, juvenile justice, or children's behavioral health. Wraparound services are designed to enhance permanency and promote the mental health and wellbeing of youth whose social and emotional well-being has been negatively impacted by loss and trauma associated with low family functioning, disrupted attachment, abuse, neglect, exposure to violence, parental incarceration, significant mental health needs and parental substance abuse. To accomplish this, Seneca pairs youth with a Wraparound team composed of a master'slevel care coordinator and bachelor's-level support counselor who support the family in identifying their short- and long-term objectives, building a network of natural supports, and facilitating meetings that create accountable action towards treatment goals and family aspirations. Within this process, Seneca staff will provide assessment, intensive care coordination, intensive home-based services, rehabilitation, individual, family, crisis prevention and response, medication management, and individual, family, or group therapy.

B. Program Goals

- 1. Wraparound-enrolled youth will be *safe from abuse and neglect* while receiving services, as indicated by significantly fewer referrals to child welfare for abuse allegations, compared to their experience before and after enrollment in Wraparound.
- 2. Wraparound will support *relational or emotional permanency* by increasing the number of identified and engaged family members as well as other adult supports in the youth's life, as measured by an increase in family team participants and adult connections from baseline to program graduation.

- 3. Wraparound will support *legal permanency* by helping youth move toward a goal of reunification, adoption, or guardianship, as indicated by client status at discharge.
- 4. Youth and families will move toward *the achievement of family- and team-defined goals*, as measured by treatment goal progress, Wraparound action plan progress, placement stability while enrolled, and status at discharge.
- 5. Wraparound-enrolled youth will experience *improved behavioral and emotional adjustment and mental health outcomes* in multiple domains, as measured by improved scores in relevant CANS domains, including behavioral and emotional needs, risk behaviors, individual strengths, and life domain functioning.
- 6. Youth and families will report *satisfaction with Wraparound* as measured by their indicating agreement on Client and Caregiver Perception Surveys.
- 7. Wraparound will demonstrate *adherence to CDSS-defined Wraparound standards* as measured by the Wraparound Fidelity Index.

C. Program Objectives

- 1. CONTRACTOR shall provide Specialty Mental Health and non-Medi-Cal Wraparound services and supports to eligible youth and families referred by Monterey County using Seneca's innovative Wraparound model, approved by the California Department of Social Services.
- 2. Five Wraparound teams will provide Tier 1 Wraparound services and supports to a caseload of six families. One additional team will hold a flexible caseload consisting of zero to four families receiving Tier 1 Wraparound services and supports as well as zero to two families receiving Tier 2 high-intensity Wraparound services and supports. This specialized team, designed to serve the County's highest-needs youth at risk of hospitalization or STRTP placements, will have the capacity to provide Tier 2 high-intensity Wraparound services and supports to up to two youth at any given time.
- 3. All Wraparound services and supports across both tiers shall reflect the following service components:
 - a. Wraparound will be provided in a manner consistent with the ten principles of the National Wraparound Institute.
 - b. Utilize a holistic approach that is youth-driven and family-focused.
 - c. Provide Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation, and Crisis Intervention for full-scope Medi-Cal eligible youth and families, as well as some non-Medi-Cal youth determined by the HD contract.
 - d. Services will be provided at a location and time that is convenient for the individual and family to the extent possible, and consistent with organizational capacity. Seneca staff will travel up to 90 miles from their home office to work with youth and families in the community Further

- travel may occur on occasion to initiate transition planning for a youth exiting a STRTP further than 90 miles from the local Seneca office.
- e. Services will be provided in the family's preferred language. Seneca will provide translation and interpretation services in the instance that no bilingual staff are available.
- f. Clinical staff assignment will be based upon the needs and preferences of the youth and their family
- g. Services will be provided using clinically appropriate treatment modalities as authorized and directed by the County and provided in a timely manner.
- h. Services will address issues specific to foster care and permanence in order to improve the youth's stability, permanence, and mental wellbeing.
- i. Services will be coordinated with County agencies including DSS, HD, and JPD.
- j. Services shall be provided in alignment with the initial and updated treatment plans. Youth progress will be re-evaluated not less than every 60 days, and additional services may be authorized based upon documented medical necessity.

D. Eligibility Criteria

- 1. The youth and/or family is experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning or family relations; AND/OR:
- 2. Intensive service coordination, delivery, and or support is required to assist the family or caretaker in meeting the youth's needs; AND
- 3. The youth has a family, relative, legal guardian, or other significant person in their life that is open to participating in a strengths-based, family-centered process and resides within close geographic proximity; Otherwise, family finding efforts can be used already provided in other Seneca Monterey County contracts to identify such persons; AND
- 4. The youth is eligible under California Welfare and Institutions Code (WIC) 300 or 602 (i.e. is a dependent or ward of the Juvenile Court; OR
- 5. The youth has an open child welfare case or juvenile probation petition pending at the time of referral.
- 6. The County expects that the majority of youth and families will be full-scope Medi-Cal eligible and qualify for EPSDT SMHS. In efforts to engage families at the earliest point possible, there may be a limited number of youth and families served who are not Medi-Cal eligible or do not meet the medical necessity criteria for SMHS. For youth not already involved with DSS or JPD, Seneca will conduct the assessment for medical necessity.
- 7. DSS will maintain Wraparound slots and monitor through the hosted DSS Interagency Placement Committee (IPC) to serve referrals from HD and JPD. The total number of youths who will receive Wraparound services and supports during the year shall not exceed 37. The active capacity for youth receiving Wraparound shall be an average of 34 at a time, which will be shared among the departments as follows:
 - . a. DSS is assigned 17 slots

- b. JPD is assigned 12 slots
- c. HD is assigned 5 slots

DSS will work collaboratively with HD, JPD and flexibility on the slot numbers listed above will be provided in the context of the Interagency Placement Committee (IPC) to temporarily modify these agency numbers as individual family and youth needs arise from each agency.

E. Staffing

The following staffing structure reflects the full Wraparound program, funded through both the Monterey County Health Department and Department of Social Services.

- Central Coast Regional Executive Director and Statewide Director of Adoption (0.10 FTE), provides executive level oversight of all Central Coast programs, including those in Monterey County, and is the primary liaison with public agency partners. The Regional Executive Director will directly supervise the Program Director.
- 2. **Program Director (1.00 FTE)**, who will manage day-to-day operations of the program, while directly supervising the Clinical Supervisor and Health Information Specialist. In addition, the Program Director will be responsible for liaising with private and public partners, attending all Wraparound leadership meetings, ensuring the delivery of high-quality services, maintaining the program's fiscal viability, and arranging professional development opportunities for staff.
- 3. Clinical Supervisors (2.00 FTE), licensed clinician(s) who supervise the Care Coordinators, support clinical training, review and approve clinical documentation, and assist in the development of treatment goals and interventions for Wraparound clients.
- 4. Care Coordinators (6.0 FTE), licensed or registered master's level clinicians who facilitate the individualized Wraparound process for a caseload of six to eight families. Seneca will employ a minimum of four bilingual Care Coordinators to provide services in Spanish. Of the proposed 6.0 FTE Care Coordinators, a minimum of 3.0 FTE will be bilingual in Spanish and English.
- 5. Support Counselors (6.0 FTE), bachelor's level staff who provide family-focused mental health counseling, support, crisis intervention, and case management for a caseload of six families. Seneca will employ a minimum of four bilingual Support Counselors. Of the proposed 6.0 FTE Support Counselors, a minimum of 3.0 FTE will be bilingual in Spanish and English.
- 6. **Family Partners (2.0 FTE)**, staff with lived experience as the caregiver of a system-involved youth, who provide caregivers with emotional and advocacy support, resource knowledge, psychoeducation, and coaching (for up to 10 families). Seneca will employ at least one bilingual Family Partner. Of the proposed 2.0 FTE Family Partners, a minimum of 1.0 FTE will be bilingual in Spanish and English.

- 7. **Permanency Specialist (1.00 FTE)**, a bachelor's level staff who supports families to expand their natural networks through provision of specialized FFE activities.
- 8. Senior Administrative Assistant (0.10 FTE), a bachelor's level staff whose primary responsibility is to assist the Regional Executive Director in matters of communication and organization.
- 9. **Program Assistant (0.20 FTE)**, a bachelor's-level administrative staff responsible for program administrative duties, including managing the program office, answering phone and mail, and greeting families.
- 10. **Health Information Specialist (0.40 FTE),** a bachelor's-level administrative staff who maintains client charts in accordance with HIPAA and Seneca regulations, completes quality assurance activities, and monitors Medi-Cal documentation.
- 11. Facility Manager (0.25 FTE), a support staff who provides maintenance and upkeep, as well as renovations, for Seneca program sites.
- 12. Administrator On Call (Variable FTE), who provides on-call support for community-based and crisis stabilization programs. The Rapid Response Hotline provides support for Seneca clients and families, staff and county partners in varying capacities depending on the program of enrollment. The Administrator On Call (AOC) responds by phone to all crisis calls from the hotline and provides support to staff, community and county partners by providing phone consultation and assistance.
- 13. **Director of Programs and Communication for ACTION (Subcontracted at 0.25 FTE)**, who will provide high-level program leadership and serve as primary liaison between Seneca, its subcontractor ACTION, and the Provider Network in Monterey County. This subcontracted position shall commence July 1, 2020 as this position is currently funded by the executed Wraparound contract which terminates June 30, 2020.
 - a. Agreements executed between CONTRACTOR and subcontractor(s) performing work under this agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section10, Records & Confidentiality and Section 11 Non-Discrimination.

F. Service Accessibility

1. Mode of Services:

Wraparound services and supports, inclusive of Assessment, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation services, and Crisis Intervention.

2. Program Sites:

- a. 124 River Road, Salinas, CA 93908
- b. 1180 Broadway St., King City, CA 93930

3. Hours of Operation:

- a. The Wraparound program will operate seven days per week. Program sites will be open from 8:30 AM to 6:00 PM.
- b. Service hours are flexible and adjusted based on client need, meaning staff may work early in mornings or late in evenings.
- c. Staff also remain available to clients for emergency needs on a 24/7 on-call basis.
- d. Services will be provided primarily in the community, such as family homes or client schools, but may also be provided at Seneca sites depending on the family's preference.

VII. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR will uphold the values of the Core Practice Model and work collaboratively with the COUNTY in the implementation of the CPM framework to support social work practice. The CONTRACTOR understands the importance of engagement, inquiry/exploration, advocacy, teaming, and accountability when working with families and the community. In addition, the CONTRACTOR agrees to the following:

A. Procedures

- CONTRACTOR agrees to adequately attend and send a minimum of one
 representative to the weekly DSS Interagency Placement Committee (IPC) meeting as
 requested by the COUNTY. CONTRACTOR will accept and enroll 100% of children
 and youth approved and referred by the IPC. CONTRACTOR will also have the
 individual Wraparound Team members attend an IPC at the advance request of the
 COUNTY.
- 2. CONTRACTOR shall ensure one point of contact for all program referrals from the COUNTY to promote ease of access for COUNTY staff
- 3. CONTRACTOR will initiate intake and engagement processes for 95% of enrolled families within 24 business hours of receiving a referral from the COUNTY.
- 4. CONTRACTOR will notify the assigned case manager from DSS, JPD, or HD of the Seneca Wraparound staff assigned to the referred youth and the attempts made to initiate the intake and engagement process within 72 hours of receiving the referral. CONTRACTOR agrees to maintain ongoing contact with the case manager from the referring agency for the family.
- 5. CONTRACTOR will hold a first face-to-face meeting for 95% of enrolled families within 20 days of receiving a referral from the County.

- 6. CONTRACTOR will complete the initial comprehensive assessment, including the CANS assessment, for 95% of enrolled families within 60 days of the initial face-to-face contact with the family. CONTRACTOR agrees to assess for immediate safety needs and arrange or provide time-limited safety/stabilization response until the comprehensive assessment is completed.
- 7. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages six through 20 years, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages three through 18 years at the start of treatment, and complete a reassessment every six months, and at time of discharge.
- 8. CONTRACTOR shall facilitate all Child and Family Team (CFT) meetings for youth receiving Wraparound not less than every 30 days, which shall be funded by the Wraparound contract. Meetings may be more frequent as needed. CONTRACTOR agrees that in order for any meeting with the family to be considered a CFT meeting, the child/youth, the child/youth's therapist, and the assigned case manager from the COUNTY must be in attendance.
- 9. CONTRACTOR shall subcontract with the Action Council of Monterey County (ACTION) from July 1, 2020 to June 30, 2021 to ensure the delivery of highly collaborative and community-focused Wraparound services and supports. CONTRACTOR and ACTION partners will maintain strong relationships and communication with the network of community-based service providers in Monterey County, ensuring that Wraparound-enrolled youth receive access to a wide range of highly individualized services, including recreational and social activities.
- 10. Beginning July 1, 2021, CONTRACTOR may use the discretionary fund allocation to either continue the subcontract with ACTION or provide the identified community-based services directly to youth and families. If providing direct community-based services, CONTRACTOR may also use the discretionary funds to offer individualized supports to youth and families in order to meet treatment goals or maintain stability.
- 11. CONTRACTOR will provide valid photo identification for all staff working with youth, including subcontractors.
- 12. CONTRACTOR agrees to initiate Wraparound services 30 to 90 days prior to a child/youth transitioning out of a STRTP or group home within or outside of Monterey County In these instances CONTRACTOR may travel out of the 90 mile expectation.
- 13. CONTRACTOR will send a representative to attend the monthly Administrative Reviews at DSS as requested by DSS.
- 14. CONTRACTOR will formalize a small workgroup with COUNTY partners to develop Wraparound specific policies and procedures for the referral process, review process, evaluation process and team communication and grievance procedure among other identified needs as identified by the the Wraparound Leadership Team.

- 15. CONTRACTOR agrees to develop and maintain up-to-date solid internal social marketing tools. Marketing materials will include, but are not limited to, 8x11 or trifold materials, ongoing e-mail communication via newsletter or e-blasts, etc. that specifically includes agreed upon specific Wraparound Monterey County branding.
- 16. CONTRACTOR agrees to actively participate in the Wraparound Monterey County Leadership Team.
- 17. CONTRACTOR will obtain necessary releases and allow other members of the Care Coordination team to contact potential team members (including natural supports and possible permanent connections) to seek their opinions and concerns.

B. Limitation of Service Per Authorization

- CONTRACTOR shall provide Wraparound services as long as necessary to accomplish the youth and family goals, and as authorized by the COUNTY. Extensions past 11 months must be approved by the IPC every 3 months, not to exceed 24 months without the approval of the Director.
- 2. CONTRACTOR agrees to notify the designated COUNTY representative if it appears a family will need to continue with Wraparound past an eleven-month period. This notification shall occur 30 days before the 11-month benchmark and will be done through a mutually agreed upon manner.
- 3. CONTRACTOR agrees to ensure at least 95% of Wraparound-enrolled youth will conclude services within 18 months. CONTRACTOR agrees to notify the DSS designee, via agreed upon means, if timelines are not able to be maintained, including the reason why and strategies to successfully engage the family.
- 4. If a child/youth is discharged from the Wraparound program but seeks to re-enroll in services within seven business days, CONTRACTOR may continue providing services to that child/youth without waiting for authorization by the COUNTY. CONTRACTOR will submit the authorization request to the COUNTY at the next regularly scheduled IPC meeting.

C. Evaluation and Reporting

- CONTRACTOR shall submit progress made on mental health treatment goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- 2. CONTRACTOR shall collect and report the data on enrolled clients, CFTs, services, and any other information as set forth by the County as appropriate. This includes data regarding average length of stay, reasons for discharge, respite, and permanency outcomes.
- 3. CONTRACTOR shall document all services in the HD Avatar system within 72 hours, as well as Seneca's own EHR system.

- 4. CONTRACTOR shall report on each of the Outcome Objectives in section C of this Agreement. CONTRACTOR will provide these reports ongoing at the Wraparound Leadership Meeting. A reporting format will be mutually agreed upon by the attendees of the Wraparound Leadership Meetings.
- 5. CONTRACTOR agrees that at discharge, at least 75% of Wraparound-enrolled youth who were either placed in or at risk of placement in group home care at intake will be stepped down to or maintained in the least-restrictive, family-like environment.
- 6. CONTRACTOR agrees that at discharge, at least 75% of Wraparound-enrolled youth with serious emotional or behavioral challenges will have made full or partial progress on their treatment goals.

D. Training

- 1. CONTRACTOR shall provide a two-day intensive Wraparound training in Monterey County within the start-up phase of the contract, which shall include Seneca program staff and be open to County staff from DSS and HD. The training shall be offered to participants free of charge and shall be funded through the Seneca's Title IV-E training (sub)contract.
- In partnership with Hartnell College and other Wraparound specific training resources, CONTRACTOR will take the lead on sharing training information and the provision of regular trainings pertaining to Wraparound skill building, as Wraparound Leadership Team determines is required.

VIII. COUNTY RESPONSIBILITIES

Within Wraparound Monterey County, the COUNTY will encourage collaboration with the CONTRACTOR and will include collaborative engagement among families and community partners, such as the DSS, JPD, HD, special education local planning agencies, school districts, and NGOs for the purpose of planning and providing individualized services for children and their families. In addition, the COUNTY agrees to the following:

A. Procedures

- 1. COUNTY shall facilitate weekly IPC meetings where Wraparound referrals will be reviewed and approved. IPC will determine assigned case managers for referrals that do not have an identified lead social worker, therapist, or probation officer.
- 2. COUNTY shall comply with the requirements of Senate Bill 163, Chapter 795, Statutes of 1997, as applicable.
- 3. COUNTY shall comply with the California Administrative Code Title 22, Division 2, §35325 et seq., as applicable.

- 4. COUNTY shall provide required case information for families referred to Wraparound and approve the recommended treatment plan. COUNTY agrees to maintain ongoing contact with CONTRACTOR.
- COUNTY will assure that individual COUNTY case managers shall minimally attend
 monthly CFT meetings and ensure that the youth's siblings are always invited to the
 meeting. Best practice would be for COUNTY case managers to attend all CFTs when
 able.
- 6. COUNTY will maintain a program managerial and fiscal managerial point of contact for the CONTRACTOR.
- 7. COUNTY will work with CONTRACTOR and Wraparound Leadership Team to formalize a small workgroup with COUNTY partners to develop Wraparound specific policies and procedures for the referral process, review process, evaluation process and team communication and grievance procedure among other identified needs as identified by the Wraparound Leadership Team.
- 8. COUNTY agrees to work with the CONTRACTOR on developing marketing tools and plan.
- 9. COUNTY agrees to refer relatives of a child/youth receiving Wraparound services to Seneca's Resource Family Approval (RFA) program.

B. Limitation of Service Per Authorization

1. COUNTY shall notify CONTRACTOR if a child/youth seeks to re-enroll in the Wraparound program within seven days of discharge.

C. Evaluation and Reporting

- 1. COUNTY shall perform an annual internal program audit to ensure program responsibility, compliance and fidelity.
- 2. COUNTY shall maintain a wraparound enrollment log for fiscal and program reconciliation.
- 3. COUNTY shall monitor the active capacity of youth receiving Wraparound services along with the allotted slots for each department.
- 4. COUNTY shall provide data to CONTRACTOR regarding where the child/youth is 6 months and 1 year after discharge from Wraparound, as long as that data is available to the COUNTY. Specifics of this data sharing will be outlined in the Wraparound Leadership policy and procedure workgroup.

D. Training

1. COUNTY will identify training needs for staff around the provision of Wraparound services.

IX. MEETINGS/COMMUNICATION

- A. The primary contact for the COUNTY shall convene a Wraparound Leadership Team meeting bi-weekly through June 2021, and minimally once per month after this, which will be chaired by an individual selected by the Leadership group. This meeting will include representation of all COUNTY partners participating in Wraparound Monterey County. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; perform quality assurance, provide technical assistance on difficult cases, share resource ideas and make recommendations for contract modifications. This group will also identify a smaller workgroup that will work on shared policies and procedures development and updating reporting back to the Wraparound Leadership Team on a regular basis. These meetings will also address maximization of sound internal processes to maintain fidelity to the Wraparound model. The Wraparound Leadership Team does not have the authority to authorize changes requiring a contract amendment. A separate agreed upon agenda shall be distributed by the CONTRACTOR with approval by the COUNTY contact prior to these meetings.
- B. CONTRACTOR and COUNTY agree to attend weekly IPC meetings to discuss referrals, assign appropriate tiers, and identify means of maximizing Wraparound slots to most effectively serve youth and families.
- C. The Out-of-Home Care Committee (OOHCC) will act as an executive oversight team regarding Wraparound. The Contract Administrator shall regularly report to the OOHCP group on Wraparound Monterey County and shall act as liaison to the Out-of-Home Care Committee regarding Wraparound.
- D. The CONTRACTOR and COUNTY agree to participate in an annual training planning meeting specific to the needs of Wraparound Monterey County. This information will be shared at the quarterly Title IV-E training meeting hosted by Seneca.

X. FISCAL PROVISIONS

- A. CONTRACTOR acknowledges that the core funding for the Wraparound program is pursuant to actual funding from the COUNTY.
- B. The term of this Agreement begins May 15, 2020 to aid in the transition of the Wraparound service provider for the families currently receiving services. The term of this contract ends June 30, 2023, with a possible 2-year extension.
- C. COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit B**, **Section I. PAYMENT BY COUNTY**. CONTRACTOR shall submit invoices to COUNTY no later than the 10th day following the end of the month during which costs were incurred. The final fiscal year invoices shall be submitted by July 10, 2020, July 10, 2021, July 10, 2022, and July 10, 2023. The invoice shall be submitted in the format

presented in **Exhibits D, D-1, D-2, and D-3** and shall contain the original signature of the person authorized to submit claims for payment. Detailed back up for all subcontracts and any required documentation, as noted on the invoice form, shall be submitted with the invoice. A specific invoice outlining individual family or client tangible non-service purchases (i.e. rent, clothing, car repairs etc.) will be submitted monthly. Invoice shall reflect the rate used for mileage reimbursement, and shall not exceed the Federal Government Rate listed at www.irs.gov. Copies of all invoices shall be provided to the COUNTY. No other travel shall be reimbursed through this Agreement.

D. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed two hundred forty-eight thousand four hundred sixty-one dollars (\$248,461) for the period of May 15, 2020 through June 30, 2020; one million three hundred ninety-three thousand five hundred thirty-one dollars (\$1,393,531) for the period of July 1, 2020 through June 30, 2021; one million four hundred forty-four thousand five hundred fifty-four dollars (\$1,444,554) for the period of July 1, 2021 through June 30, 2022; and one million four hundred ninety-eight thousand ninety-seven dollars (\$1,498,097) for the period of July 1, 2022 through June 30, 2023, per Exhibits C, C-1, and C-2. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed four million five-hundred eighty-four thousand six hundred forty-three dollars (\$4,584,643).

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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 December 10. If the Final Invoice is not received by COUNTY by close of business on December 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

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Exhibit B, Additional Provisions

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

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

II. PERFORMANCE STANDARDS & COMPLIANCE

- **2.01 Outcome objectives and performance standards**: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.
- **2.02** County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.
- **2.03** Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.
- **2.04** Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

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

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Exhibit B, Additional Provisions

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its 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;
 - 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

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Exhibit B, Additional Provisions

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

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

- **4.01 Discrimination Defined**: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- 4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- **4.03** Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:
 - California Fair Employment and Housing Act, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 Fair Employment and Housing Commission);
 - California Government Code Secs. 11135 11139.5, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including Title 22 California Code of Regulations 98000-98413.

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Exhibit B, Additional Provisions

- 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.

- **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 **Christine Duncan** 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.

Page 6 of 7

Exhibit B, Additional Provisions

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.

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Exhibit B, Additional Provisions

Monterey County

Wraparound

Year 1: May 15, 2020 - June 30, 2021 (14 months)

Revenue					DSS Contract
Tie Terrore					\$1,750,000.00
Caseload and Capacity					
Active Capacity					34
Tier 1					32
Tier 2					2
Average Length of Stay (months)					11
Total Clients Per Year					37
Total Revenue					\$1,750,000.00
Expenses					
Payroll	Salary	FTE	FY 19/20	FY 20/21	TOTAL
Regional Executive Director	\$160,000.00	0.00	\$0	\$C	\$0
Program Director	95,000.00	1.00	\$15,833	\$95,000	\$110,83
Clinical Supervisor	85,000.00	1.00	\$14,167		
Care Coordinator	65,000.00	1.50	\$16,250		
Bilingual Care Coordinator	71,500.00	1.00	\$11,917		:
Support Counselor	46,800.00	1.00	\$7,800		
Bilingual Support Counselor	51,480.00	2.00	\$17,160		
Family Partner	46,800.00	1.00	\$7,800		i
Bilingual Family Partner	51,480.00	1.00	\$8,580		1
Permanency Specialist	46,800.00	1.00 i	\$7,800		
Senior Administrative Assistant	46,800.00	0.00	\$0,000		1
Program Assistant	46,800.00	0.20	\$1,560		!
Health Information Specialist	46,800.00	0.20 j 0.20 j	\$1,560 \$1,560		
1	· · · · · · · · · · · · · · · · · · ·	0.20			1
Facility Manager	80,000.00	0.20 1	\$2,667		•
Administrator On-Call		į	\$6,250		
24/7 Crisis Response On-Call		į	\$3,802	\$22,813	i \$26,615 !
Total		11.10	\$123,146	\$738,873	\$862,019
Benefits @	26%	1 1	\$32,018	\$192,107	\$224,125
Total Payroll			\$155,164	\$930,980	\$1,086,144
Operations			FY 19/20	FY 20/21	TOTAL
Occupancy		1	F1 13/20	F1 20/21	I IOIAL
Facility Lease		!	\$ 5,036	\$ 30,215	\$ 35,251
Leasehold Improvements		į	\$ 420	\$ 2,520	•
Utilitíes		i	\$ 1,259	\$ 7,554	
Building Maintenance and Supplies		1	\$ 1,000	\$ 6,000	
Expendable Equipment		į	\$ 1,388	\$ 8,325	•
Equipment Depreciation		;	\$ 220	\$ 1,320	
Equipment Repair and Maintenance		į	\$ 120		\$ 840
Total Occupancy		! !	\$ 9,443	\$ 56,654	\$ 66,097
Program Support		i i			i 1
Office Supplies		į	\$ 400	\$ 2,400	\$ 2,800
Telephone		ļ	\$ 1,665		
Staff Training and Development] !	\$ 1,665	\$ 9,990	
Subscriptions and Dues		į	\$ 83	\$ 500	
Mileage Reimbursement and Travel] [\$ 5,865		•
Staff Recruitment		ļ	\$ 555	·	1
Total Program Support		<u> </u>	\$ 10,233		•
		 	• •	•	

	1	FY 19/20	FY 20/21		TOTAL
Child and Family Related	į.			ļ	
Treatment/Child and Family Engagement Supplies	\$	26,600	\$ 35,700	i \$	62,300
Total Child and Family Related	ļ\$	26,600	\$ 35,700	\$	62,300
Contracted Services	İ			! 	
Note Approvers	ļ\$	-	\$ -	ļ \$	-
Language Services (Exams and Interpretationi/Translation)	i ș	1,460	\$ 8,760	; \$	10,220
Other Contract Services	¦ \$	833	\$ 5,000	ļ \$	5,833
Total Contracted Services	į \$	2,293	\$ 13,760	i \$	16,053
Subcontracted Services	!			! !	
Action Council	\$	-	\$ 102,652	; \$	102,652
Liaison between Seneca, ACTION, and Provider Network (0.25 FTE)	\$	-	\$ 21,250	ļş	21,250
Total Subcontracted Services	\$	-	\$ 123,902	i \$ I	123,902
Start Up Costs	Į			 !	
Personnel	\$	-	\$ -	 \$	-
Facilities Set-Up	! \$	5,715	\$ -	ļ \$	5,715
Training	i \$	8,500	\$ -	i\$	8,500
Total Start Up Costs	\$	14,215	\$ -	\$	14,215
Total Direct Expenses	¦\$	217,948	\$ 1,222,396	\$	1,440,344
Indirect Costs @ 14%	į s	30,513	\$ 171,135	ļ \$	201,648
Total Expense	\$	248,461	\$ 1,393,531	1	1,641,992
Revenue Over (Under) Expense	<u> </u>			i i \$	108,008

Monterey County

Wraparound

Year 2: July 1, 2021 - June 30, 2022

Revenue			DSS Contract
			\$1,500,000.00
Caseload and Capacity			
Active Capacity			34
Tier 1			32
Tier 2			2
Average Length of Stay (months)			11
Total Clients Per Year			37
Total Revenue			\$1,500,000.00
Expenses			+ -,,,
Payroll	Salary	FTE	FY 21/22
Regional Executive Director	\$168,000	0.00	\$0
Program Director	\$99,750	1.00	\$99,750
Clinical Supervisor	\$89,250	1.00	\$89,250
Care Coordinator	\$68,250	1.50	\$102,375
Bilingual Care Coordinator	\$75,075	1.00	\$75,075
Support Counselor	\$49,140	1.00	\$49,140
Bilingual Support Counselor	\$54,054	2.00	\$108,108
Family Partner	\$49,140	1.00	\$49,140
Bilingual Family Partner	\$54,054	1.00	\$54,054
Permanency Specialist	\$49,140	1.00	\$49,140
Senior Administrative Assistant	\$49,140	0.00	\$0
Program Assistant	\$49,140	0.20	\$9,828
Health Information Specialist	\$49,140	0.20	\$9,828
Facility Manager	\$84,000	0.20	\$16,800
Administrator On-Call		į	\$38,250
24/7 Crisis Response On-Call		 	\$22,813
Total		11.10	\$773,551
Benefits @	26%	11.10	\$201,123
Total Payroli	20,70	1	\$974,674
Operations			
-			FY 21/22
Occupancy		1	
Facility Lease		\$	
Leasehold Improvements		I Ś	
Utilities		i \$	7,554

		FY 21/22
Building Maintenance and Supplies	\$	6,000
Expendable Equipment	\$	8,325
Equipment Depreciation	\$	1,320
Equipment Repair and Maintenance	\$	720
Total Occupancy	i \$ I	56,654
Program Support	 	
Office Supplies	i \$	2,400
Telephone	\$	9,990
Staff Training and Development	i \$	9,990
Subscriptions and Dues	\$	500
Mileage Reimbursement and Travel	i \$	35,190
Staff Recruitment	\$	3,330
Total Program Support	\$ 	61,400
Child and Family Related		
Treatment/Child and Family Engagement Supplies	\$	35,700
Total Child and Family Related	ļ\$	35,700
Contracted Services	1	
Note Approvers	\$	-
Language Services (Exams and Interpretationi/Translation)	\$	8,760
Other Contract Services	\$	5,000
Total Contracted Services	\$	13,760
Discretionary Funds	Ì	
Discretionary Funds (to be used for needs of families in Wraparound)	 \$	124,965
Total Discretionary Funds	; \$	124,965
Total Direct Expenses	ļ ! \$	1,267,153
Indirect Costs @ 14%	\$	177,401
Total Expense	 \$	1,444,554
Revenue Over (Under) Expense	! \$	55,446

Monterey County

Wraparound

Year 3: July 1, 2022 - June 30, 2023

Revenue			DSS Contract
			\$1,500,000.00
Caseload and Capacity			
Active Capacity			34
Tier 1			32
Tier 2			2
Average Length of Stay (months)			11
Total Clients Per Year			37
Total Revenue			\$1,500,000.00
Expenses			+=,000,000.00
Payroll	Salary	FTE	FY 22/23
Regional Executive Director	\$176,400	0.00	\$0
Program Director	\$104,738	1.00	\$104,738
Clinical Supervisor	\$93,713	1.00	\$93,713
Care Coordinator	\$71,663	1.50	\$107,494
Bilingual Care Coordinator	\$78,829	1.00	\$78,829
Support Counselor	\$51,597	1.00	\$51,597
Bilingual Support Counselor	\$56,757	2.00	\$113,513
Family Partner	\$51,597	1.00	\$51,597
Bilingual Family Partner	\$56,757	1.00	\$56,757
Permanency Specialist	\$51,597	1.00	\$51,597
Senior Administrative Assistant	\$51,597	0.00	\$0
Program Assistant	\$51,597	0.20	\$10,319
Health Information Specialist	\$51,597	0.20	\$10,319
Facility Manager	\$88,200	0.20	\$17,640
Administrator On-Call		į	\$39,015
24/7 Crisis Response On-Call		į	\$22,813
		i	
Total		11.10	\$809,941
Benefits @	26%	į	\$210,585
Total Payroll			\$1,020,526
Operations			FY 22/23
Occupancy		i	,
Facility Lease		l I	\$ 30,215
Leasehold improvements		-	\$ 2,520
Utilities			\$ 7,554

		FY 22/23
Building Maintenance and Supplies	\$	6,000
Expendable Equipment	¦\$	8,325
Equipment Depreciation	į \$	1,320
Equipment Repair and Maintenance	\$	720
Total Occupancy	i ș I	56,654
Program Support	!	
Office Supplies	\$	2,400
Telephone	ļ\$	9,990
Staff Training and Development	i \$	9,990
Subscriptions and Dues	\$	500
Mileage Reimbursement and Travel	i ș	35,190
Staff Recruitment	\$	3,330
Total Program Support	I \$	61,400
Child and Family Related	I I	
Treatment/Child and Family Engagement Supplies	i \$	35,700
Total Child and Family Related	¦\$	35,700
Contracted Services	1 1 1	
Note Approvers	\$	-
Language Services (Exams and Interpretationi/Translation)	\$	8,760
Other Contract Services	\$	5,000
Total Contracted Services	; \$	13,760
Discretionary Funds	i I	
Discretionary Funds (to be used for needs of families in Wraparound)	 \$	126,080
Total Discretionary Funds	į \$	126,080
Total Direct Expenses	ļ ! \$	1,314,120
Indirect Costs @ 14%	\$	183,977
Total Expense	\$	1,498,097
Revenue Over (Under) Expense	\$	1,903



Invoice:	

Month:

Monterey County Department of Social Services - Wraparound Services

Approval

FY 19-20				
	Budget	Contract Claimed	YTD	Unexpended Amt
Personnel	100000000000000000000000000000000000000			
Regional Executive Director	\$ -			\$ -
Program Director	\$ 15,833.00			\$ 15,833.00
Clinical Supervisor	\$ 14,167.00			\$ 14,167.00
Care Coordinator	\$ 16,250.00	1		\$ 16,250.00
Bilingual Care Coordinator	\$ 11,917.00			\$ 11,917.00
Support Counselor	\$ 7,800.00			\$ 7,800.00
Bilingual Support Counselor	\$ 17,160.00			\$ 17,160.00
Family Partner	\$ 7,800.00			\$ 7,800.00
Bilingual Family Partner	\$ 8,580.00			\$ 8,580.00
Permanency Specialist	\$ 7,800.00			\$ 7,800.00
Senior Administrative Assistant	\$ -			\$ -
Program Assistant	\$ 1,560.00			\$ 1,560.00
Health Information Specialist	\$ 1,560.00			\$ 1,560.00
Facility Manager	\$ 2,667.00			\$ 2,667.00
Administrator On-Call	\$ 6,250.00			\$ 6,250.00
24/7 Crisis Response On-Call	\$ 3,802.00	1		\$ 3,802.00
Subtotal	\$ 123,146.00	1	\$ -	\$ 123,146.00
Employee Benefits @ 26%	\$ 32,018.00		\$ -	\$ 32,018.00
Subtotal Personnel	\$155,164.00		\$ -	\$155,164.00
- Substant dissiller	1 7200,20	ľ	,	¥200,2000
Occupancy	1			
Facility Lease	\$ 5,036.00			\$ 5,036.00
Leasehold Improvements	\$ 420.00	I .		\$ 420.00
Utilities	\$ 1,259.00	I .		\$ 1,259.00
Building Maintenance and Supplies	\$ 1,000.00	1		\$ 1,000.00
Expendable Equipment	\$ 1,388.00	I .		\$ 1,388.00
Equipment Depreciation	\$ 220.00	1		\$ 220.00
Land the contract of the contr	\$ 120.00	1		
Equipment Repair and Maintenance			*	\$ 120.00
Total Occupancy Program Support	\$ 9,443.00	\$ -	\$ -	\$ 9,443.00
Office Supplies	\$ 400.00			\$ 400.00
		1		
Telephone	\$ 1,665.00			\$ 1,665.00
Staff Training and Development	\$ 1,665.00			\$ 1,665.00
Subscriptions and Dues	\$ 83.00			\$ 83.00
Mileage Reimbursement and Travel	\$ 5,865.00			\$ 5,865.00
Staff Recruitment	\$ 555.00			\$ 555.00
Total Program Support	\$ 10,233.00	\$ -	\$ -	\$ 10,233.00
Child and Family Related				4 25.500.00
Treatment/Child and Family Engagement Supplies	\$ 26,600.00			\$ 26,600.00
Total Child and Family Related	\$ 26,600.00	\$ -	\$ -	\$ 26,600.00
				1
Contracted Services				
Note Approvers	\$ -			\$ -
Language Services	\$ 1,460.00			\$ 1,460.00
Other Contract Services	\$ 833.00			\$ 833.00
Total Contracted Services	\$ 2,293.00	\$	\$ -	\$ 2,293.00
Subcontracted Services	190			
Action Council	\$ -			\$ -
Liaison between Seneca, ACTION, and Provider Network	\$ -			\$ -
Total Subcontracted Services	. \$ -	\$	\$ -	\$ -
Notice and a supplied to the supplied of the s				
Start Up Costs				
Personnel	\$ -			\$ -
Facilities Set-Up	\$ 5,715.00			\$ 5,715.00
Training	\$ 8,500.00		l	\$ 8,500.00
Total Start Up Costs	\$ 14,215.00	\$ -	\$	\$ 14,215.00
Subtotal Operating Costs	\$ 62,784.00	\$ -	\$ -	\$ 62,784.00
Total Direct Cost	\$ 217,948.00	and the second s	\$ -	\$ 217,948.00
Allocable Costs @14%	\$ 30,513.00		\$ -	\$ 30,513.00
Total Program Cost	\$ 248,461.00	\$	\$ -	\$ 248,461.00

hereby certify that this report is correct and complete to the best of my know	vledge and that the costs are eligible pursuant to the terms of the contract.
Authorized Signature	Date

Date



Invoice:	 	 _
Month:		

Monterey County Department of Social Services - Wraparound Services FY 20-21

FY 20-21						
Personnel		Budget	Contract Claimed	YTD		Unexpended Amt
	onal Executive Director	\$ -			\$	
577	ram Director	\$ 95,000.00			Ś	95,000.00
	cal Supervisor	\$ 85,000.00			Ś	85,000.00
	Coordinator	\$ 97,500.00			Ś	97,500.00
	gual Care Coordinator	\$ 71,500.00			\$	71,500.00
	port Counselor	\$ 46,800.00			Ś	46,800.00
	gual Support Counselor	\$ 102,960.00			Š	102,960.00
	lly Partner	\$ 46,800.00			\$	46,800.00
	gual Family Partner	\$ 51,480.00			\$	51,480.00
	nanency Specialist	\$ 46,800.00			Ś	46,800.00
	or Administrative Assistant	\$ -			Š	40,000.00
	ram Assistant	\$ 9,360.00			Ś	9,360.00
	th Information Specialist	\$ 9,360.00			Š	9,360.00
	ity Manager	\$ 16,000.00			Š	16,000.00
	inistrator On-Call	\$ 37,500.00			Ś	37,500.00
	Crisis Response On-Call	\$ 22,813.00			5	
2-1//	Subtotal	\$ 738,873.00	\$		5	22,813.00
Empl	loyee Benefits @ 26%		,	\$ -	\$	738,873.00
Empi	Subtotal Personnel	\$ 192,107.00 \$930,980.00	\$ -	\$ -	\$	192,107.00
	Subtotal Personnel	\$550,560.00	\$ -	-		\$930,980.00
Occupancy						
Facilit	ity Lease	\$ 30,215.00			\$	30,215.00
Lease	ehold Improvements	\$ 2,520.00			\$	2,520.00
Utiliti	ies	\$ 7,554.00			\$	7,554.00
Buildi	ing Maintenance and Supplies	\$ 6,000.00			\$	6,000.00
	ndable Equipment	\$ 8,325.00			Ś	8,325.00
-	oment Depreciation	\$ 1,320.00			Ś	1,320.00
	oment Repair and Maintenance	\$ 720.00			\$	720.00
Equip	Total Occupancy		\$ -	\$ -	\$	56,654.00
Program Support		30,034.00	ľ	-	1	30,034.00
	e Supplies	\$ 2,400.00			Ś	2,400.00
Telep		\$ 9,990.00			\$	9,990.00
	Training and Development	\$ 9,990.00			\$	9,990.00
	criptions and Dues	\$ 500.00			Ś	500.00
	age Reimbursement and Travel	\$ 35,190.00			\$	35,190.00
	Recruitment	\$ 3,330.00			\$	3,330.00
Stant	Total Program Support		\$ -	\$ -	\$	61,400.00
			ľ		Ť	02,100.00
Child and Family Re	A STATE OF THE PARTY OF THE PAR	N2 1704500000 1500				
Treati	ment/Child and Family Engagement Supplies	\$ 35,700.00			\$	35,700.00
	Total Child and Family Related	\$ 35,700.00	\$ -	\$ -	\$	35,700.00
Contracted Services	•	¥0				
	Approvers	\$ -			ė	100
	uage Services	\$ 8,760.00			\$	8,760.00
	r Contract Services	\$ 5,000.00			\$	5,000.00
Other	Total Contracted Services	\$ 13,760.00	\$ -	\$ -	\$	13,760.00
		,			1	25,7 00.00
Subcontracted Serv	vices					
Actio	on Council	\$ 102,652.00			\$	102,652.00
Liaiso	on between Seneca, ACTION, and Provider Network	\$ 21,250.00			\$	21,250.00
	Total Subcontracted Services	\$ 123,902.00	\$ -	\$ -	\$	123,902.00
Start Up Costs					١,	
	onnel	-			\$	(P)
	ities Set-Up	\$ -			\$	
Train	100000	\$ -	,		\$	(5)
	Total Start Up Costs	\$ -	5 -	\$ -	\$	11.72
	Subtotal Operating Conta	ć 204 44 5 00			,	
	Subtotal Operating Costs	\$ 291,416.00	\$ -	\$ -	\$	291,416.00
Total Direct Cost		t 1 333 300 00	t .	^		4 222 205 22
	able Costs @14%	\$ 1,222,396.00 \$ 171,135.00	\$ -	\$ -	\$	1,222,396.00
Alloca Total Program Cost	2010 00313 @ 1470	\$ 1,393,531.00	\$ -	\$ - \$ -	\$ \$	171,135.00
		y 1,353,331.00	-	•	۶	1,393,531.00

Authorized Signature	Date



Invoice:		
mironee.	 	

 ${\bf Monterey\ County\ Department\ of\ Social\ Services\ -\ Wraparound\ Services}$

Month:

FY 21-22				
	Budget	Contract Claimed	YTD	Unexpended Amt
Personnel				
Regional Executive Director	\$ -			\$ -
Program Director	\$ 99,750.00			\$ 99,750.00
Clinical Supervisor	\$ 89,250.00			\$ 89,250.00
Care Coordinator	\$ 102,375.00			\$ 102,375.00
Bilingual Care Coordinator	\$ 75,075.00		a.	\$ 75,075.00
Support Counselor	\$ 49,140.00			\$ 49,140.00
Bilingual Support Counselor	\$ 108,108.00	1		\$ 108,108.00
Family Partner	\$ 49,140.00			\$ 49,140.00
Bilingual Family Partner	\$ 54,054.00			\$ 54,054.00
Permanency Specialist	\$ 49,140.00			\$ 49,140.00
Senior Administrative Assistant	\$ -			\$ -
Program Assistant	\$ 9,828.00			\$ 9,828.00
Health Information Specialist	\$ 9,828.00			\$ 9,828.00
Facility Manager	\$ 16,800.00			\$ 16,800.00
Administrator On-Call	\$ 38,250.00			\$ 38,250.00
24/7 Crisis Response On-Call	\$ 22,813.00			\$ 22,813.00
Subtotal	\$ 773,551.00	\$ -	\$ -	\$ 773,551.00
Employee Benefits @ 26%	\$ 201,123.00	\$ -	\$ -	\$ 201,123.00
Subtotal Personnel	\$974,674.00	\$ -	\$ -	\$974,674.00
Occupancy				70
Facility Lease	\$ 30,215.00			\$ 30,215.00
Leasehold Improvements	\$ 2,520.00			\$ 2,520.00
Utilities	\$ 7,554.00			\$ 7,554.00
Building Maintenance and Supplies	\$ 6,000.00			\$ 6,000.00
Expendable Equipment	\$ 8,325.00			\$ 8,325.00
Equipment Depreciation	\$ 1,320.00			\$ 1,320.00
Equipment Repair and Maintenance	\$ 720.00			\$ 720.00
Total Occupancy	\$ 56,654.00	\$ -	\$ -	\$ 56,654.00
Program Support				
Office Supplies	\$ 2,400.00			\$ 2,400.00
Telephone	\$ 9,990.00			\$ 9,990.00
Staff Training and Development	\$ 9,990.00			\$ 9,990.00
Subscriptions and Dues	\$ 500.00			\$ 500.00
Mileage Reimbursement and Travel	\$ 35,190.00			\$ 35,190.00
Staff Recruitment	\$ 3,330.00			\$ 3,330.00
Total Program Support	\$ 61,400.00	\$ -	\$ -	\$ 61,400.00
Child and Family Related				
Treatment/Child and Family Engagement Supplies	\$ 35,700.00			\$ 35,700.00
Total Child and Family Related	\$ 35,700.00	\$ -	\$ -	\$ 35,700.00
Contracted Services				
Note Approvers	\$ -			\$ -
Language Services	\$ 8,760.00			\$ 8,760.00
Other Contract Services	\$ 5,000.00			\$ 5,000.00
Total Contracted Services	\$ 13,760.00	\$ -	\$ -	\$ 13,760.00
Discontinuos Sunda				
Discretionary Funds	¢			
Discretionary Funds (to be used for neds of families)	\$ 124,965.00	4		\$ 124,965.00
Total Discretionary	\$ 124,965.00	\$ -	\$ -	\$ 124,965.00
Total Direct Cost	¢	ļ, l	ı l	
	\$ 1,267,153.00	\$ -	\$ -	\$ 1,267,153.00
Indirect Costs @ 14%	\$ 177,401.00 \$ 1,444,554.00	<u> </u>	À	\$ 177,401.00
Total Program Cost	\$ 1,444,554.00	\$ -	\$ -	\$ 1,444,554.00

Authorized Signature	Date



Invoice:		

Monterey County Department of Social Services - Wraparound Services

Approval

Month:

FY 22-23		7							
		T	Budget	Contra	ct Claimed		YTD	Г	Unexpended Amt
Personnel		1						1	
	Regional Executive Director	s	-					\$	
	Program Director	\$	104,738.00					\$	104,738.00
	Clinical Supervisor	\$	93,713.00			l		\$	93,713.00
1	Care Coordinator	s	107,494.00					\$	107,494.00
	Bilingual Care Coordinator	\$	78,829.00					\$	78,829.00
	Support Counselor	\$	51,597.00	1				Ś	51,597.00
1	Bilingual Support Counselor	s	113,513.00			1		\$	113,513.00
1	Family Partner	Ś	51,597.00			l		Ś	51,597.00
	Bilingual Family Partner	s	56,757.00					Ś	56,757.00
	Permanency Specialist	s	51,597.00					Ś	51,597.00
	Senior Administrative Assistant	s	-	1				Ś	31,337.00
	Program Assistant	s	10,319.00	1				Ś	10,319.00
	Health Information Specialist	s	10,319.00	0				Ś	10,319.00
	Facility Manager	\$	17,640.00					ć	17,640.00
	Administrator On-Call	Ś	39,015.00					۲	39,015.00
	24/7 Crisis Response On-Call	s	22,813.00					Š	22,813.00
	Subtotal	\$	809,941.00	Ś		\$	_	ŝ	809,941.00
	Employee Benefits @ 26%	\$	210,585.00	Ś	_	\$		\$	210,585.00
	Subtotal Personnel	ř	\$1,020,526.00	\$		\$		7	\$1,020,526.00
			***************************************	1		7			Ψ1/020/320.00
Occupancy		l							
	Facility Lease	\$	30,215.00					Ś	30,215.00
	Leasehold Improvements	\$	2,520.00					خ	2,520.00
	Utilities	\$	7,554.00					ç	7,554.00
	Building Maintenance and Supplies	\$	6,000.00					\$	6,000.00
	Expendable Equipment	\$	8,325.00					Š	8,325.00
	Equipment Depreciation	\$	1,320.00					¢	1,320.00
	Equipment Repair and Maintenance	\$	720.00					\$	720.00
	Total Occupancy	\$	56,654.00	\$		\$		\$	56,654.00
Program Sup			30,031100	Ĭ*		,		۲ .	30,034.00
	Office Supplies	\$	2,400.00					Ś	2,400.00
1	Telephone	\$	9,990.00					Ś	9,990.00
l	Staff Training and Development	\$	9,990.00					Ś	9,990.00
l	Subscriptions and Dues	\$	500.00					Ś	500.00
l	Mileage Reimbursement and Travel	\$	35,190.00					\$	35,190.00
	Staff Recruitment	\$	3,330.00					Ś	3,330.00
	Total Program Support	\$	61,400.00	\$	2	\$	-	\$	61,400.00
			52,155155	*		*		7	01,400.00
Child and Far	mily Related								
5 1 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Treatment/Child and Family Engagement Supplies	\$	35,700.00					Ś	35,700.00
	Total Child and Family Related	\$	35,700.00	\$	-	\$		\$	35,700.00
	(a)		33,7 00.00	*		~	***	7	33,700.00
Contracted S	ervices								
	Note Approvers	\$						\$	_
	Language Services	\$	8,760.00					\$	8,760.00
	Other Contract Services	Ś	5,000.00					\$	5,000.00
	Total Contracted Services	\$	13,760.00	\$		\$	-	\$	13,760.00
			25,700.00	7	5.	7		7	13,700.00
Discretionar	y Funds								
	Discretionary Funds (to be used for neds of families)	\$	126,080.00					\$	126,080.00
	Total Discretionary	\$	126,080.00	\$	-	\$	-	\$	126,080.00
			,		*	*		•	_20,000.00
Total Direct (Cost	\$	1,314,120.00	\$	_	\$		\$	1,314,120.00
	Indirect Costs @ 14%	\$	183,977.00		1530	-	0.50	\$	183,977.00
Total Progran		\$	1,498,097.00	\$		\$		\$	1,498,097.00
190		10000			,	No.			_, .50,057.00
						-		_	

hereby certify that this report is correct and complete to the best of my k	knowledge and that the costs are eligible pursuant to the terms of the contract.
Authorized Signature	Date

Date

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.

Licia Galylan, OO

S0000F102F02440b...

Authorized Signature

5/5/2020

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.

Page 1 of 1 Child Abuse and Neglect Certification

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.

Page 1 of 4

HIPAA Certification

II. <u>CONFIDENTIALITY REQUIREMENTS</u>

- (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.

Page 2 of 4

HIPAA Certification

(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. <u>MISCELLANEOUS</u>

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

Page 3 of 4

HIPAA Certification

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

DocuSigned by:
By: Leticia Galyean, COO
Dy

Title: Chief Operating Officer

5/5/2020 Date: _____

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.

Uticia Galycan, (DO 3899F102F8244DD Signature	Chief Operating Officer Title		
Seneca Family of Agencies.	5/5/2020		
Agency/Organization	Date		

Page 1 of 1

Certification Regarding Lobbying

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, <u>Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders</u>, is available on the California Department of Social Services website:

http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

Docusigned by:	
Leticia Galyean, COO	
Authorized Signature	
5/5/2020	
Date	

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

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

Page 1 of 2

Elder/Dependent Adult Abuse & Neglect Reporting Certification

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

COVERAGES CERTIFICATE NUMBER: 1443647958 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		TYPE OF INSURANCE	ADDL		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	\$
А	X	CLAIMS-MADE X OCCUR	Y	201900557NPO	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$500,000
		- branquerul					MED EXP (Any one person)	\$20,000
	ļi						PERSONAL & ADV INJURY	\$1,000,000
-	-	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	X	POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:						\$
A	AUT	OMOBILE LIABILITY	Y	201900557NPO	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
Α	Х	UMBRELLA LIAB X OCCUR		201900557UMBNPO	7/1/2019	7/1/2020	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
		DED X RETENTIONS 10,000						\$
С		KERS COMPENSATION EMPLOYERS' LIABILITY		2341	1/1/2020	1/1/2021	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mar	CER/MEMBEREXCLUDED?					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below				i	E.L. DISEASE - POLICY LIMIT	\$1,000,000
В	Cyb Retr	er Liability o Date : 3/2/2016		F14390108002	7/1/2019	7/1/2020	Each Claim Aggregate Retention	\$2,000,000 \$2,000,000 \$50,000
!	<u> </u>	YOU OF ORFOLE OUT A COLUMN WELLOW						

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
County of Monterey	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1000 South Main Street, #304 Salinas CA 93901	AUTHORIZED REPRESENTATIVE Melusian Cum

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AGENCY CUSTOMER ID:	SENEFAM-01	
1.00 4.		

ACORD	

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	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE 25 FORM NUMBER:

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

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

County of Monterey, it's officers, agents and employees are named additional insured with respect to the General/Automobile Liability policy of the named insured per the attached endorsements attached. Such insurance is Primary and Non-Contributory per the attached endorsement. Workers Compensation coverage is evidence only.

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:

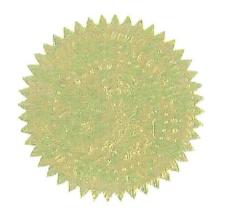
THE 1st Day of November 2013

DEPARTMENT OF INDUSTRIAL RELATIONS OF THE STATE OF CALIFORNIA

Market Ba

Christine Baker, Director

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 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 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 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, 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. 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 January 1, 2021 Expiration:

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

Sincerely,

Jacqueline Harris

Director of Underwriting

RPS Monument

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR

NUMBER 4515

SELF-INSURE CERTIFICATE OF CONSENT

Quality Comp, Inc.

THIS IS TO CERTIFY, That (aCAcoporation)

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

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

EFFECTIVE

THE 1st DAY or December 2004

JOHN REA

DEPARTMENT OF INDUSTRIAL RELATIONS

MARK T. JOHNSON MANGER

Revocation of Cartificate.*A cartificate of consent to self-dusture 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 or his agast 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; occapt less than the compensation due; of Discharing his compensation due; (b) Discharing his compensation is dishoust manner; (c) Discharing his compensation obligations in a dishoust 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.

FORM A-4-10 A

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

Lyn Asio Booz, Chief

ORIG: Jackie Harris

Director Of Underwriting Monmument Insurance Services 255 Great Valley Pkwy, Ste 200

Malvern, Pa 19355



NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

BUSINESS AUTO COVERAGE ADDITIONAL INSURED/LOSS PAYEE EXTENSION

Schedule Al

Page 4

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

ADDITIONAL INSUREDS /

LOSS PAYEE

POLICY NUMBER:

Additional Insured - NIAC A1

County of Kern c/o Insurance Tracking Services

2019-00557-NPO

P.O. Box 198

Long Beach, CA 90801

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County of Monterery

1000 South Main Street, Ste 304

Salinas, CA 93901

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County of Monterey Community Health Division

1270 Natividad Rd., Rm. 211

Salinas, CA 93906

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County Of Monterey; Contracts/Purchasing Department

168 W. Alisal St., 3rd Floor

Salinas, CA 93901

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County of Nevada, Health & Human Services Agency

950 Maidu Ave.

Nevada City, CA 95959

As respects vehicle(s): ALL

Additional Insured - NIAC A1

County of Riverside, Department of Public Social Services,

Contracts Administration Unit

10281 Kidd Street, 1st Floor

Riverside, CA 92503

As respects vehicle(s): ALL

Pamel C. D.

(AUTHORIZED REPRESENTATIVE)

COUNTERSIGNED: 7/2/2019



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	
	ú

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.

NIAC-E61 02 19 Page 2 of 2

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:

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

- 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:

 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.

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Vendor Information

Excel PDF				sene	Search:
VENDOR CODE	VENDOR	ALIAS/DBA		CONT	
<u>VS0000002017</u>	SENECA FAMILY OF AGENCIES	KINSHIP CENTER SENECA CENTER	Katherine West	katherine_west@senecacenter.org	510- 654- 4004
Show 50 ▼ entri	es				
Showing 1 to 1 of 1	entries (filtered from 5,851 to	otal entries)		Previous	i Next

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Login.gov FAQs ▲ 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* Save PDF Export Results Print Total records:1 Sort by Relevance V Order by Descending V Result Page: Your search for Seneca Family of Agencies* returned the following results... Status: Active 🕀 Entity Seneca Family of Agencies CAGE Code: 5JQ43 DUNS: 178420030 View Details DoDAAC: Has Active Exclusion?: No Debt Subject to Offset?: No Expiration Date: 02/19/2021 Purpose of Registration: All Awards Print Result Page: 1 Export Results Search Records Disclaimers FAPHS.gov Data Access Accessibility GSA.gov/IAE Privacy Policy GSA.gov Check Status About USA.gov IBM-P-20200424-1037 Help WWW3

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