

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:
YWCA Monterey County

(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:

Training of responders and outreach to "at risk" population for commercially sexually exploited children

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: \$200,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10-A List of Exhibits

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\$200,000.00

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

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

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

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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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:

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

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

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

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

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

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

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

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

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

9.04 **Other Requirements:**

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

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

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

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

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

10.0 **RECORDS AND CONFIDENTIALITY:**

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

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Christine Duncan, CEO
<hr/> Name and Title 1000 S. Main Street Salinas, CA 93901	<hr/> Name and Title 236 Monterey Street Salinas, California 93901
<hr/> Address 831-755-4430	<hr/> Address
<hr/> Phone:	<hr/> Phone:

15.0 MISCELLANEOUS PROVISIONS.

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

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

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form _____

By: _____
DocuSigned by:
Anne Brereton, County Counsel
07025E3AA36B4A4

Date: 6/1/2020 | 9:46 AM PDT

Approved as to Fiscal Provisions² _____

By: _____
DocuSigned by:
Burren Mousa
811C333563B9474

Date: 6/4/2020 | 10:15 AM PDT

Approved as to Liability Provisions³ _____

By: _____

Date: _____
Risk Management

CONTRACTOR

YWCA Monterey County

Contractor's Business Name*

By: _____
DocuSigned by:
Christine Duncan, CEO
1A45FA860CE1AE4
(Signature of Chair, President, or Vice-President) *

Date: 5/28/2020 | 12:37 PM PDT

By: _____
DocuSigned by:
Judith Vargas, CFO
8CAD6AE8BA1343E
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Date: 5/28/2020 | 12:38 PM PDT

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

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

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	A-1	Specialty Referral Form
Exhibit	A-2	Quarterly Report 7/1/19-6/30/20(Event Details)
Attachment	A-2	Quarterly Report 7/1/19-6/20/20(Trng. Details)
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Child Abuse & Neglect Reporting
Exhibit	F	HIPAA
Exhibit	G	Certification Regarding Lobbying
Exhibit	H	Elder Abuse & Neglect Reporting

**YWCA Monterey County
Commercially Sexually Exploited Children's (CSEC) Program
Scope of Services**

July 1, 2020 – June 30, 2022

I. Contact Information:

Contractor Contact:

Christine Duncan, CEO
YWCA Monterey County
236 Monterey Street
Salinas, CA 93901
(831) 422 8602
cduncan@ywcamc.org

Contractor Fiscal Contact:

Judith Vargas, CFO
YWCA Monterey County
236 Monterey Street
Salinas, CA 93901
(831) 422 8602
jvargas@ywcamc.org

County Contact:

Patricia L. Hernandez, J.D., Management Analyst
Monterey County Department of Social Services
Family and Children's Services
1000 S. Main St. Ste. 206
Salinas, CA 93901
831 759 6768
hernandezpl@co.monterey.ca.us

Juvenile Probation Contact:

Richard Fenton, Probation Services Manager
1422 Natividad Road,
Salinas, CA 93906
831 755 3912
fentonlr@co.monterey.ca.us

Contract Award Information

II. Summary and Purpose of Services:

The purpose of this Agreement between the County of Monterey Departments of Social Services and Probation (hereinafter "COUNTY") and YWCA Monterey County (hereinafter "CONTRACTOR"), is to provide a multitude of services in partnership with the COUNTY's Child Welfare and Juvenile Probation Offices, to address the issue of Sex Trafficking and Commercial Sexual Exploitation (CSE) as a part of Monterey County's Commercially Sexually Exploited Children's (CSEC) Program.

The goal of the COUNTY's CSEC Program is to develop a holistic and multidisciplinary approach to identifying and providing services to youth who are survivors of CSE and/or Sex Trafficking, and those at risk of being victimized by CSE or Sex Trafficking; as well as former foster youth ages 16-21 who wish to re-enter into foster care and/or contact the COUNTY to seek services. As a part of this Agreement, the CONTRACTOR will provide services within the following categories:

1. Training Support to professionals who service the CSE and At Risk Population, including members of the Multidisciplinary Team, and First Responders (i.e., Law Enforcement and Medical First Responders).
2. Outreach and Awareness, including:
 - a. Community and school based outreach in the regions of Salinas and South Monterey county, and
 - b. Collaboration with Multidisciplinary Partners to organize and host the County's Annual Monterey County Human Trafficking Symposium.

YWCA Monterey County Commercially Sexually Exploited Children's (CSEC) Program Scope of Services

3. Direct and Specialty Services to support the COUNTY's identified CSE and At Risk Population, including: Legal Services, Tattoo Removal, and the Ending the Game CSEC Harm Reduction Survivor Curriculum.

III. Scope of Services:

1. COUNTY Responsibilities include the following:

- a. Develop a process by which child welfare and juvenile probation staff will identify minors and non-minor dependents (NMD's) who are CSE and/or At Risk of CSE or Sex Trafficking.
- b. Make direct and specialty service referrals for services identified above in *Section II., 2* for identified CSE and At Risk population, using the *CSEC Direct and Specialty Services Referral Form (Exhibit A-1)*.
- c. Identify a point of contact from the COUNTY offices of Child Welfare and Juvenile Probation to work with the CONTRACTOR on cases referred for services,
- d. Identify a primary point of contact from the COUNTY for the following:
 - i. Collaborate and provide final approval of materials and trainings (including training subject matter and facilitation), for first responders and professions who serve and intersect with youth who are victims of, or at risk for CSE.
 - ii. Collaborate and provide final approval for materials and messaging for Community Outreach Event(s),
 - iii. Receive and approve monthly invoices, and
 - iv. Meet Quarterly with the CONTRACTOR in order to review program efficacy, challenges and successes, as well as to review and approve training plans for upcoming months.

2. CONTRACTOR Responsibility include the following:

- a. Points of Contact: Identify primary points of contact to collaborate with the COUNTY and meet quarterly as follows:
 - i. **Primary Program Contact:** this individual will:
 1. Complete and submit quarterly written reports,
 2. Participate in quarterly meetings,
 3. Collaborate and participate in the development of outreach/awareness marketing materials,
 4. Collaborate with identify COUNTY partners to plan, organize, and host the COUNTY's Annual Human Trafficking Symposium.
 - ii. **Fiscal Point of Contact:** this individual will:
 1. Collaborate and communicate with the COUNTY on fiscal issues, including budget negotiations, oversight, recommendations, modifications, and monthly invoicing.
 - iii. **Quarterly Meetings:** CONTRACTOR will meet Quarterly with the COUNTY in order to review program efficacy, challenges, and successes, as well as to review and approve training plans for upcoming months.
- b. Training: Provide training and awareness education, to the community, first responders, CSEC Program Partners and COUNTY Staff, and in schools as follows:
 - i. **Continued Education and Training:** CONTRACTOR will identify, coordinate, and/or facilitate survivor led and/or informed trainings for the COUNTY Staff and COUNTY CSEC Program Agency Partners (The County's CSEC Multidisciplinary Team).
 1. The CONTRACTOR will coordinate and host a minimum of 2 trainings per fiscal year for the County's CSEC Program Multidisciplinary Team (MDT),
 2. The CONTRACTOR will obtain pre approval from the COUNTY once trainings/trainers have been identified to ensure trainings meet the COUNTY CSEC Multi-Disciplinary Team needs.

YWCA Monterey County Commercially Sexually Exploited Children's (CSEC) Program Scope of Services

- This includes discussion of trainer's credentials and training curriculum for upcoming trainings during the quarterly meeting.
 - 3. Coordination of trainings shall include, but is not limited to:
 - Developing e-flyers for upcoming trainings,
 - Ensuring the COUNTY is provided regular updates and information on upcoming trainings,
 - Developing a method of registration for trainings,
 - Maintaining a list of attendees for trainings,
 - Providing updates to the CSEC Program MDT for upcoming training dates, and
 - Providing reports to the COUNTY subsequent to each training, of attendees and training evaluation feedback.
 - ii. ***First Responder Outreach and Education:*** the CONTRACTOR will conduct outreach trainings and briefings efforts to local first responders, at a minimum of 3 times per fiscal year, including:
 - 1. Local law enforcement jurisdictions,
 - 2. Medical personnel, and
 - 3. Other Identified First Responders who may have a need for trainings.
 - 4. Outreach will include distribution of resources and tools for first responders developed in collaboration with the CONTRACTOR.
 - iii. ***School Based Awareness Training:*** the CONTRACTOR will conduct outreach and awareness trainings in schools at a minimum of 4 times per fiscal year.
 - 1. If CONTRACTOR staff receive disclosures of CSE from a minor who attends the training, CONTRACTOR will make a report to the Child Protection Hotline.
 - 2. CONTRACTOR will ensure all staff who will provide trainings to youth have received appropriate trainings on reporting child abuse/neglect to the Child Protection Hotline.
- c. **Community Outreach and Awareness:** In order to raise awareness within the community on the issue of commercial sexual exploitation and sex trafficking, the CONTRACTOR will participate in community outreach and awareness, in collaboration with identified CSEC MDT Partners as follows:
- i. **Annual Human Trafficking Symposium:** the CONTRACTOR will collaborate with identified MDT Partner Agencies to plan, coordinate, and host the COUNTY's Annual Human Trafficking Symposium, including but not limited to:
 - 1. Attending all planning meetings and coordination events (i.e., site visits, meetings with event location representatives and speakers, set up/clean up of event, etc.)
 - 2. Share in the cost of hosting the event
 - 3. Participate in event marketing and branding development
 - 4. Attendance at the event, and
 - 5. Ensuring CONTRACTOR's agency presence at the event (i.e., tableting with agency materials/give away items/information, etc.)
 - ii. **July Awareness Event:** The COUNTY has identified the need for CSE and Trafficking awareness in the month of July, the beginning of peak tourism/sporting event season in Monterey County. The CONTRACTOR will meet the need for an awareness event during the month of July, which may be held in conjunction with outreach and awareness efforts already planned for the month of July by the CONTRACTOR.

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Commercially Sexually Exploited Children's (CSEC) Program
Scope of Services**

- iii. **Community Outreach:** Participate in a minimum of 3 community, health, school, and/or resource fairs in Salinas and/or South Monterey County,
- iv. **Social Media/Virtual Outreach:** Ensure that the CONTRACTOR's presence at the above listed community, health, and/or resource fairs; as well as the awareness event is documented on the CONTRACTOR's social media platforms in order to maximize virtual outreach, and
- v. **Collaborative Efforts:** Work collaboratively with the CSEC MDT Partners as needed to maximize outreach efforts, which may include, but is not limited to:
 - 1. Participating in partner led outreach events,
 - 2. Attendance at monthly MDT Meetings, and
 - 3. Work with identified partners to develop and obtain outreach and educational materials to ensure cohesive messaging throughout the county.
- d. **Direct and Specialty Services on Referral:** the CONTRACTOR will provide direct services upon referral, to identified CSE and At Risk Population, including:
 - i. Legal services, including assisting with:
 - 1. Filing for restraining orders,
 - 2. Assistance with obtaining specialized immigration statuses (U/T Visas, Violence Against Women Act of 1994 (VAWA), etc.)
 - 3. Clearing previous criminal records related to victimization
 - ii. Harm Reductive Education for survivors, at risk youth, and family, and
 - iii. Specialty Services in the form of referring to tattoo removal agencies that provided services at little to no cost for survivors of trafficking and CSE.

IV. Reporting Requirements:

1. Reports shall be made to the COUNTY which reflects progress on program services, including the following:
 - a. **Quarterly Reports:** CONTRACTOR shall submit an electronic report on a quarterly basis to the COUNTY which outlines the following:
 - i. Notation in report narrative of any CSE survivors who were referred to YWCA and received direct and/or specialty services.
 - ii. List of community and school based outreach events hosted and/or attended by the CONTRACTOR.
 - iii. List of Trainings for CSEC Program Partners, facilitated and/or hosted/coordinated by the CONTRACTOR.
 1. Attendee sign in sheets and feedback forms will not be a required part of the quarterly report, but CONTRACTOR shall retain attendee sign in sheets/feedback forms to ensure they are available for review as needed.
 - iv. List of agencies who were provided with First Responder Outreach/Training, and
 - v. Examples of social media outreach during the reporting period.
2. **Quarterly Report Format and Submissions:** Quarterly Reports shall be submitted via the *CSEC Services Quarter Report Template (Exhibit A-2)*, and shall be provided to the COUNTY by the CONTRACTOR no later than the 10th day of the first month following the report quarter, as follows:

Report Quarter	Due Date
July, August, September	October 10 th
October, November, December	January 10 th
January, February, March	April 10 th
April, May, June	July 10 th

**YWCA Monterey County
Commercially Sexually Exploited Children's (CSEC) Program
Scope of Services**

V. Confidentiality:

To ensure the safety of client information, CONTRACTOR and COUNTY will abide by all applicable State and Federal Regulations as appropriate, and by their own agency and professional confidentiality requirements as it pertains to client information. Additionally, all parties, and their officers, employees, and agents shall comply with Welfare and Institutions Code (W&IC) §10850, 45 CFR 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit records from being opened for examination for any purpose not directly connected with the administration of public social services. Confidential information gained by access to any records from contact with foster children and their caregivers shall be used only in connection with the conduct of the program under this agreement, or as otherwise permitted by law.

VI. Invoice/Payment Provisions:

COUNTY shall pay CONTRACTOR according to the terms set forth in *Exhibit B, Section I. PAYMENT BY COUNTY.*

CONTRACTOR will provide the COUNTY with an invoice, including supporting documentation, no later than the 10th of the month for services rendered in the prior month. The CONTRACTOR shall utilize the invoice template included as *Exhibit D*. The total amount payable by the COUNTY to the CONTRACTOR for the contact period shall not exceed **one hundred thousand dollars (\$200,000.00)**, as outlined in *Exhibit C*.

All invoices shall be submitted on the invoice form set forth in *Exhibit D*. Original invoices shall be mailed to:

***Patricia L. Hernández,
Management Analyst
MCDSS, Family and Children's Services
1000 S. Main St. Ste. 206
Salinas, CA 93901***

CSEC Direct and Specialty Services Referral Form

Basic Referral Information:

Referring SW/PO: _____ Phone #: _____ Email: _____ Referral Date: _____

Youth/NMD Name: _____ Age: _____ DOB: _____

Current Service Component: Choose One: _____ Placement Type: Choose One: _____

Date of Most Recent CFT Meeting: _____

Youth/NMD CSEC Information:

CSE IT Screen Date: _____ CSE IT Score: _____

Has there been a CSEC MDT Staffing? ☐ Yes ☐ No Date: _____Is there currently a CSEC Advocate? ☐ Yes ☐ No Advocate Name: _____ Agency: Choose One: _____Does the youth/NMD have a therapist? ☐ Yes ☐ No Therapist Name: _____

Briefly describe concerns and/or risky behaviors as they relate to commercial sexual exploitation and or sex trafficking: _____

Description of Service Need:

Service(s) Being Requested? (Check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Ongoing Advocacy Services | <input type="checkbox"/> Legal Services (Immigration) | <input type="checkbox"/> Enhancement Item/Activity |
| <input type="checkbox"/> Homeless Youth Shelter Services | <input type="checkbox"/> Specialty Clothing/Personal Need Item(s) | <input type="checkbox"/> Tattoo Removal |
| <input type="checkbox"/> NMD Trafficking Safe/Transitional Housing | <input type="checkbox"/> CSE Specialty Individual Therapy | |
| <input type="checkbox"/> Ending the Game Program | <input type="checkbox"/> CSE Specialty Family Therapy | |
| <input type="checkbox"/> Legal Services | <input type="checkbox"/> Other (please explain): _____ | |

Desired Start Date for Service(s): _____

Anticipated Length of Service(s): Choose One

*If 6+ months – please indicate desired length of service and justification for long term need: _____

Service Plan and Justification: _____

Authorizations:

SW Signature: _____

Date: _____

CSEC Supervisor Signature: _____

Date: _____

CSEC Analyst Signature: _____

Date: _____

For Analyst Completion:

Referral Sent to (agency name): _____

Method (fax/email) _____

Date: _____

**Monterey County/YWCA
CSEC Services Quarter Report
07/01/2019-06/30/2020**

Agency Name: YWCA Monterey County

Report Date: _____

Report Period: _____

****Please attach sample materials including: fliers, brochures, survivor materials, and social media posts.**

[illegible]

Report Date: _____

Report Period: _____

[illegible]

EXHIBIT B

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

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

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

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

1.05 Payment in Full:

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

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

EXHIBIT B

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.

EXHIBIT B

- 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;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by

EXHIBIT B

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**.

EXHIBIT B

- **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.

EXHIBIT B

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.

EXHIBIT B**VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

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

VII. APPEAL PROCESS

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

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**Monterey County/
YWCA Monterey County
CSEC Program
BUDGET
07/01/2020 - 06/30/2022**

Exhibit C

Name Of Agency: YWCA Monterey County

CATEGORY	FY 2020-21	FY 2021-22	TOTAL ANNUAL BUDGET
<u>Salaries and Benefits:</u>			
Prevention Specialist .25 FTE	\$ 8,435.70	\$ 8,435.70	\$ 16,871.40
Outreach Specialist .60 FTE	\$ 27,810.00	\$ 27,810.00	\$ 55,620.00
Benefits 11.15% for 0.85 FTEs	\$ 3,922.15	\$ 3,922.15	\$ 7,844.30
Health Insurance for .60 FTE	\$ 6,482.84	\$ 6,482.84	\$ 12,965.68
Subtotal	\$ 46,650.69	\$ 46,650.69	\$ 93,301.38
<u>Program Costs:</u>			
Training	\$ 18,806.31	\$ 18,806.31	\$ 37,612.62
Outreach and Awareness	\$ 21,000.00	\$ 21,000.00	\$ 42,000.00
Direct and Speciality Services	\$ 500.00	\$ 500.00	\$ 1,000.00
Subtotal	\$ 40,306.31	\$ 40,306.31	\$ 80,612.62
Admininstrative/Misc @ 15%	13,043.00	13,043.00	\$ 26,086.00
<i>(Miscellaneous and Unused Admin funds may be used to cover program related expenses in excess of the Program Cost line items listed above.)</i>			
TOTAL	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00

**Monterey County/
YWCA Monterey County
CSEC Program Services**

Exhibit D

**Monthly Report of Expenditures
07/01/2020 - 06/30/2022**

Invoice Number: _____

Name Of Agency: **YWCA Monterey County**

Service Month: _____

CATEGORY	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS
Salaries and Benefits				
Prevention Specialist 0.25%	\$8,435.70			
Outreach Specialist 0.60% FTE	\$27,810.00			
Benefits @11.15% for 0.85 FTEs	\$3,922.15			
Health Insurance for 0.60 FTE	\$6,482.84			
Subtotal	\$46,650.69			
Program Costs				
Training	\$18,806.31			
Outreach and Awareness	\$21,000.00			
Direct and Speciality Services	\$500.00			
Subtotal	\$40,306.31			
Admin and Miscillaneous @ 15%	\$13,043.00			
<i>(Miscillaneous and Unused Admin funds may be used to cover program related expenses in excess of the Program Cost line items listed above.)</i>				
TOTAL	\$100,000.00			

Person completing form: _____

Authorized signature _____ Title _____

Date _____ Phone no.: () _____

DSS approval: _____ Date: _____


EXHIBIT E

CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

YWCA Monterey County

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

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

DocuSigned by:

1A45FA8C0CF14E4...

Authorized Signature

5/28/2020 | 12:37 PM PDT

Date

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

EXHIBIT F

Health Insurance Portability & Accountability Act (HIPAA) Certification

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

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

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

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

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

I. DEFINITIONS

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

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

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

EXHIBIT F**II. CONFIDENTIALITY REQUIREMENTS**

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

EXHIBIT F

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

III. AVAILABILITY OF PHI

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

IV. TERMINATION

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

V. MISCELLANEOUS

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

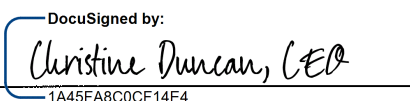
The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement,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

EXHIBIT F

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

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

CONTRACTOR: YWCA of Monterey County

By: 1A45FA8C0CF14E4...

Title:

Date: 5/28/2020 | 12:37 PM PDT

EXHIBIT G**CERTIFICATION REGARDING LOBBYING****YWCA Monterey County**

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

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

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

DocuSigned by:

Christine Duncan, CEO

1A45FA8C0CF14E4...

Signature

Title

YWCA Monterey County

Agency/Organization

5/28/2020 | 12:37 PM PDT

Date

ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

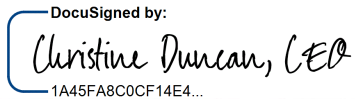
YWCA Monterey County

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

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

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

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

DocuSigned by:

1A45FA8C0CF14E4...

Authorized Signature

5/28/2020 | 12:37 PM PDT

Date

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

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

Exhibit H**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)

6/28/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Barlocker Insurance Agency, Inc. License #0580438 371 Main Street Salinas CA 93901	CONTACT NAME: Tina Barlocker CIC, CRM PHONE (A/C, No, Ext): (831) 540-4583 FAX (A/C, No): (888) 561-4927 E-MAIL ADDRESS: tbarlocker@barlocker.com												
INSURER(S) AFFORDING COVERAGE													
INSURED YWCA Monterey County 236 Monterey Street Salinas CA 93901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Arch Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC # 11150</td> </tr> <tr> <td>INSURER B: New York Marine And General Insurance Co</td> <td style="text-align: center;">16608</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Arch Insurance Company	NAIC # 11150	INSURER B: New York Marine And General Insurance Co	16608	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Arch Insurance Company	NAIC # 11150												
INSURER B: New York Marine And General Insurance Co	16608												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** CL1962805469 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		AAPKG0046401	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY	X		AAAUT0046401	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Y	N/A	WC201900017066	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Monterey County DSS is named additional insured.

CERTIFICATE HOLDER
CANCELLATION

Monterey County DSS 1000 South Main Street Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tina Barlocker/LICOUS
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT
ENDORSEMENT**

It is agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A) Medical Payments – Limit increased to \$25,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Managers or lessors of premises
- M) Additional Insured – By Contract, Agreement or Permit
- N) General Aggregate Limit Per Location
- O) Blanket Special Events and Fund Raising Events Coverage
- P) Non-Owned Watercraft Coverage – Length is increased to 65 feet
- Q) Waiver of Subrogation
- R) Waiver of Immunity
- S) Violation of Rights of Residents Coverage (Patient's Rights)
- T) Liquor Liability Exception to Exclusion
- U) Employee Criminal Defense Coverage – \$25,000 aggregate limit

A) MEDICAL PAYMENTS

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

- 1) If the Medical Expense Limit shown on the Declarations is less than \$25,000, then the Medical Expense Limit is increased, subject to all the terms of **SECTION III – LIMITS OF INSURANCE**, to \$25,000. The most we will pay under Coverage C – Medical Payments is \$25,000 any one person.

- 2) The requirement in the **COVERAGE C – MEDICAL PAYMENTS**, paragraph 1. Insuring Agreement that expenses must be incurred and reported to us within “one year” of the accident date is changed to “three years”.

B) SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, provisions b. and d.:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) DAMAGE TO PREMISES RENTED TO YOU

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from fire protective sprinklers” where it appears in:

- 1) The last paragraph of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection 2. Exclusions;
- 2) **SECTION III – LIMITS OF INSURANCE**, paragraph 6.;
- 3) **SECTION V – DEFINITIONS**, paragraph 9.a.; and
- 4) **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance.

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

Paragraph 2. of Section II – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured:
 - a. The following person(s), but only while working within the scope of their duties for the insured:
 - (i) “Employee(s)”;
 - (ii) “Volunteer Worker(s)”;
 - (iii) “Contract worker(s)”. For purposes of this provision, “contract worker(s)” means any natural person, who is not an “employee” or “volunteer worker” nor under contract to you, but is performing duties on your behalf and at your direction whether on a part time or temporary basis.

However, no “employees”, “volunteer workers”, or “contract workers” are insureds for:

- (1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business or to co-"contract workers" while performing duties related to the conduct of your business.
 - (b) To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or co-"contract worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Your Medical directors and administrators are also insureds.
 - c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers or supervisors.
 - d. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement.
 - e. Any person or organization that has financial control of you and requires you to name them as an additional insured but only with respect to their liability arising out of their financial control of you.
 - f. Any state or political subdivision subject to the following provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (2) The construction, erection, or removal of elevators; or

- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- g. Your students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients.
- h. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.
- i. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

Paragraph 3.a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

- 1) As respects any loss reporting requirements under this policy, it is agreed that knowledge of an "occurrence" by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless an "executive officer" of yours shall have received notice from said agent, servant, "employee" or any other person.
- 2) Your failure to give first report of an "occurrence" to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED, OR INTERNET-BASED PUBLICATION

- 1) **SECTION V – DEFINITIONS**, definition 14. "Personal and advertising injury", items d., and e. are deleted and replaced by the following:
 - d. Oral, written, televised, videotaped, or internet-based publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or

- e. Oral, written, televised, videotaped, or internet-based publication of material that violates a person's right of privacy.

2) **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, subsection 2. Exclusions, Exclusions b. Material Published without Knowledge of Falsity and c. Material Published Prior To Policy Period are deleted and replaced by the following:

b. **Material Published without Knowledge of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or internet-based publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or internet-based publication of material whose first publication took place before the beginning of the policy period.

G) **BODILY INJURY – MENTAL ANGUISH**

SECTION V – DEFINITIONS, definition 3. "Bodily injury" is deleted and replaced by the following:

3. "Bodily injury" means:

- a. Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

H) **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) **LIBERALIZATION**

If we adopt a change in our forms or rules which would broaden your coverage during the policy period without an additional premium charge, your policy will automatically provide the additional coverage(s) as of the date the revision is effective in your state.

J) **EXTENDED "PROPERTY DAMAGE"**

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, Exclusion a. Expected or Intended Injury is deleted and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION 1 - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE,
paragraph 2. Exclusions, Exclusion j. Damage to Property is amended as follows:

Sub-paragraph (2) is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – SOCIAL SERVICES

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
- a) Currently in effect or becoming effective during the term of this policy; and
 - b) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
- a) That person or organization is only an additional insured with respect to liability caused by negligent acts or omissions in their performance or failure to perform social services provided to you in support of your business.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by contract or agreement to provide for such additional insured.
- 3) Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request and we confirm in writing that it apply on a primary basis.

M) ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
- a) Currently in effect or becoming effective during the term of this policy; and
 - b) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:

- a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- However, the insurance afforded to such additional insured:
- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by contract or agreement to provide for such additional insured.
- 3) With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
- a) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site 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 on or at the same project.
 - b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by the rendering of or failure to render any professional services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
 - (2) Supervisory, inspection, architectural or engineering services; or
 - (3) Legal services.
- 4) Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request and we confirm in writing that it apply on a primary basis.

N) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE paragraph 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and
- c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS is amended by adding the following:

23. "Location" means the insured's premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

This insurance applies to your legal liability for "bodily injury," "property damage," or "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:

- a) Events involving aircraft;
- b) Events involving automobile or motorcycle races or rallies;
- c) Events involving fireworks;
- d) Events involving firearms;
- e) Events involving live animals, excluding domestic pets;
- f) Carnivals and fairs with mechanical rides;
- g) Any event lasting more than three (3) days (including otherwise acceptable events); or
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events).

P) NON-OWNED WATERCRAFT

SECTION I – COVERAGES, COVERAGE – A – BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, sub-paragraph (2) of exclusion g. Aircraft, Auto Or Watercraft is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 65 feet long, and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

Q) WAIVER OF SUBROGATION

The following is added to **Paragraph 8. Transfer Of Rights of Recovery Against Others to Us of Section IV – Conditions:**

If the insured waives any right of recovery against any person or organization for all or part of any payment, including supplementary payments, we make under this Policy, we also waive that right, provided the Insured waives such right of recovery against such person or organization in a written contract or written permit executed before the "occurrence", "bodily injury", "property damage", offense, or "personal and advertising injury" that took place.

R) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

S) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, paragraph 1. Insuring Agreement:

"Bodily Injury" damages arising out of the violation of "Rights of Residents", shall be deemed an "occurrence".

- 2) As respects the coverage provided in paragraph 1) above of this endorsement, the following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE – 2. Exclusions:**

This insurance does not apply to:

- a) Liability arising out of the willful or intentional violation of "Rights of Residents".
 - b) Fines or penalties assessed by a court or regulatory authority, including punitive damages.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of residents.
- 3) As respects the coverage provided in paragraph S) 1) above of this endorsement, the following definition is added to **SECTION V – DEFINITIONS:**

24. "Rights of Residents" means:

- a. Any right granted to a resident under any state law regulating your business as a health care facility.
- b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care

Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

T) LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS OR FUNDRAISING EVENTS

SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, Exclusion c. Liquor Liability is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured's business, provided the insured has obtained a license if such license is required to sell, serve or furnish alcoholic beverages.

U) EMPLOYEE CRIMINAL DEFENSE COVERAGE

- 1) If a "suit" is brought against the insured seeking damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies, we will reimburse the insured for reasonable and necessary legal expenses it incurs in the defense of an "employee" in a criminal proceeding related to such "suit". The alleged criminal act must arise out of the "employee's" work performed on the insured's behalf.

We will not reimburse any insured for legal expenses, as described in paragraph 1) above, incurred by the insured unless the defense of the criminal proceeding is "Fully Successful".

- 2) The most we will reimburse the insured for such legal expenses described in paragraph 1) above is \$25,000 regardless of the number of "employees", criminal proceedings, "suits" brought or persons or organizations bringing "suits". This limit is in addition to the limits of insurance listed on the Declarations page.
- 3) For the purposes of this coverage extension, "Fully Successful" means acquittal, the return of a not guilty verdict, the formal withdrawal of charges or a written determination by a regulatory or administrative body that the criminal allegations have no merit.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: AAPKG0046401

Named Insured: YWCA OF MONTEREY COUNTY INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-2019

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1. TEMPORARY SUBSTITUTE AUTOS PHYSICAL DAMAGE

The following is added to **Section I – Covered Autos**:

D. Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form for an "auto" you own and that covered "auto" is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction

Then in that event, Physical Damage Coverage is provided for an "auto" you do not own while it is being used with the permission of its owner as a temporary substitute "auto" for the out of service covered "auto". We will pay the owner for "loss" to the temporary substitute "auto". This insurance covers the interest of the owner unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

2. EMPLOYEES OR VOLUNTEER WORKERS AS INSURED

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

d. Your "employee" or "volunteer worker" while using a covered "auto" you do not own, hire or borrow while performing duties related to the conduct of your business.

This insurance shall be excess over any other valid and collectible insurance.

3. BOARD MEMBERS

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

e. Your elected or appointed board members while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnishes that "auto" is also an "insured".

This insurance shall be excess over any other valid and collectible insurance.

4. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Liability Coverage**:

f. Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use

of a covered "auto". This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage".

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

g. A "Funding Source" being any person or organization with respect to their liability arising out of their financial control of you.

5. EMPLOYEE HIRED AUTOS - LIABILITY

The following is added to Paragraph A.1. Who Is An Insured of Section II – Liability Coverage:

h. An "employee", an elected or appointed official of yours, or a commissioner, officer or member of your commissions, authorities, boards or agencies while operating a covered "auto" hired or rented under a written contract or agreement in the name of that "employee" or elected or appointed official, with your permission, while performing duties related to the conduct of your business.

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

6. SUPPLEMENTARY PAYMENTS

Paragraphs a.(2) and a.(4) of Supplementary Payments in Paragraph A.2. Coverage Extensions of Section II – Liability Coverage are replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$400 per day because of time off from work.

7. TOWING AND GLASS BREAKAGE

Paragraph A.2. Towing of Section III – Physical Damage Coverage is replaced by the following:

2. Towing

We will pay up to \$250 per disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

Paragraph A.3. Glass Breakage of Section III – Physical Damage Coverage is replaced by the following:

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage without application of a deductible:

- a. Glass breakage; or
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

8. PHYSICAL DAMAGE – TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Transportation Expenses of Section III – Physical Damage Coverage is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day/\$1,500 maximum per policy period for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

9. PHYSICAL DAMAGE – LOSS OF USE EXPENSES

Paragraph A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage is replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, subject to a maximum of \$1,500 per policy period.

10. COVERAGE EXTENSIONS – PHYSICAL DAMAGE

The following are added to Paragraph A.4. Coverage Extensions of Section III – Physical Damage Coverage:

c. Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". We will pay a maximum of \$30 per day for a maximum period of 30 days for each covered auto. The most we will pay for rental reimbursement expenses because of "loss" to any one covered "auto" during the policy term is \$3,000. No deductible applies to this coverage.

d. Personal Effects

If Comprehensive Coverage is provided on this coverage form for a covered "auto" you own and that covered "auto" is stolen, we will pay, without application of a deductible, up to \$1,000 for personal effects stolen with that covered "auto". This coverage is excess over any other collectible insurance. Personal effects do not include tools, jewelry, money or securities.

e. Hired Auto Physical Damage

Physical Damage Coverage is provided for covered "autos" you hire without drivers to the same extent as Physical Damage Coverage for covered "autos" you own, except:

- (1) The most we will pay for "loss" in any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality less the Deductible shown on the Declarations page of the policy. This deductible is applicable to any "loss" except "loss" caused by fire or lightning.
- (2) Subject to Paragraph e.(1), of this endorsement, we will provide coverage equal to the broadest Physical Damage coverage applicable to any covered "auto".

f. Limited Physical Damage Deductible Coverage For Employees Or Volunteer Workers

At your request, we will pay up to \$1,000 as reimbursement of deductible payments made by your "employee" or "volunteer worker" under the Physical Damage Coverage of the "employee's" or "volunteer worker's" policy of automobile insurance but only if:

- (1) The "loss" is to an "auto" owned by the "employee" or "volunteer worker" but not hired or borrowed by you; and
- (2) The "auto" was being used at the time of the "loss" in the course and scope of the "employee's" employment by you or while the "volunteer worker" was performing duties related to the conduct of your business. With regards to this endorsement, travel to and from a normal place of employment is not within the course and scope of employment by you unless such travel is in response to an emergency summons of that "employee" or "volunteer worker".

11. AIRBAG COVERAGE AND FREEZING OF PERMANENTLY ATTACHED EQUIPMENT

The following is added to Paragraph B.3.a. of Section III – Physical Damage Coverage:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag. The exclusion relating to freezing does not apply to any "loss" caused by freezing to permanently attached special equipment common to a fire or rescue emergency vehicle, unless the "loss" is caused by your failure to properly maintain such equipment. Such equipment includes, but is not limited to, pumps, gauges, valves, fill lines, drains and tanks. In no event will any "loss" caused by freezing to an automobile engine be covered by this policy.

12. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

Paragraph B.4.c. of Section III – Physical Damage Coverage is replaced by the following:

- c. Any electronic equipment that receives or transmits audio, visual or data signals, and that is not designed solely for the reproduction of sound unless permanently installed in the covered "auto" or unless the housing unit for removable equipment is permanently installed in the covered "auto".

13. PHYSICAL DAMAGE – COMPREHENSIVE COVERAGE – DEDUCTIBLE

The following is added to Paragraph D. Deductible of Section III – Physical Damage Coverage:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000.

14. KNOWLEDGE AND NOTICE OF ACCIDENT

The following is added to Paragraph A.2. Duties In The Event Of Accident, Claim, Suit Or Loss of Section IV – Business Auto Conditions:

- d. The failure of any agent, servant, "volunteer worker" or "employee" of the "insured", other than an "employee" authorized by you to give or receive notice of an "accident", claim, "suit" or "loss", to notify us of any "accident" of which he or she has knowledge, shall not invalidate insurance afforded by this policy.

15. EMPLOYEE HIRED AUTOS – PHYSICAL DAMAGE

Paragraph **B.5. Other Insurance**, subparagraph **b.** of **Section IV – Business Auto Conditions**, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any "auto" hired or rented under a written contract or agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" or elected or appointed official's employment by you. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

16. VOLUNTEER WORKER

The following is added to **Section V – Definitions**:

"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

17. LOAN/LEASE GAP

The **Physical Damage Coverage** Section is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Auto Loan/Lease GAP Coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

18. FELLOW EMPLOYEE

The Fellow Employee Exclusion contained in Section II –Liability Coverage does not apply.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: AAAUT0046401

Named Insured: YWCA OF MONTEREY COUNTY INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-19

Certificate Of Completion

Envelope Id: 47BAF889B4AA4667B578D24A22E8448E

Status: Sent

Subject: For signatures: YWCA 20-22 \$200,000.pdf

Source Envelope:

Document Pages: 52

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 0

Wes Morrill

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morrillrw@co.monterey.ca.us

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Signer Events

Christine Duncan, CEO

cduncan@ywcamc.org

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Signature

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Judith Vargas, CFO

jvargas@ywcamc.org

Security Level: Email, Account Authentication
(None)

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Judith Vargas, CFO
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Anne Brereton, County Counsel

BreretonA@co.monterey.ca.us

Security Level: Email, Account Authentication
(None)

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Anne Brereton, County Counsel
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Burcu Mousa

MousaB@co.monterey.ca.us

Assistant Auditor-Controller

County of Monterey

Security Level: Email, Account Authentication
(None)

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Burcu Mousa
811C333563B9474...

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Chelsea Chacon ChaconC@co.monterey.ca.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/1/2020 4:37:15 PM ID: a614d117-b52c-45d9-8268-02e83f3fa758		<div>VIEWED</div> Using IP Address: 66.169.228.151 Sent: 5/22/2020 10:39:31 AM Resent: 5/22/2020 11:12:50 AM Resent: 5/28/2020 10:49:57 AM Viewed: 5/28/2020 11:54:54 AM
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Witness Events	Signature	Timestamp
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Social Services:

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

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

To advise Social Services of your new email address

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

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

To request paper copies from Social Services

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

To withdraw your consent with Social Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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