



AGENDA _____ February 27, 2018

OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

January 16, 2018

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE A FISCAL YEAR 2018 MASTER CONTRACT AUGMENTATION FOR SENECA FAMILY OF AGENCIES IN THE AMOUNT OF \$806,013

RECOMMENDATIONS

- A. Approve a master contract augmentation for Seneca Family of Agencies (Principal: Katherine West; Location: San Leandro; Master Contract No. 900121, Procurement Contract No. 15256) to increase mental health services for children and youth with no change in the contract period of 7/1/17 – 6/30/18, increasing the procurement contract amount from \$23,969,014 to \$24,627,190 (\$658,176 increase);
- B. Delegate authority to the Director of Health Care Services Agency or her designee to execute the attached procurement contract exhibits on your behalf upon approval as to form by County Counsel; and
- C. Delegate authority to Director of Health Care Services Agency or her designee to execute the attached Memorandum of Understanding between BHCS and Education For Change Public Charter Schools Administration after review and approval by County Counsel.

DISCUSSION/SUMMARY

Alameda County Behavioral Health Care Services (BHCS) contracts with Seneca Family of Agencies (Seneca) to provide critical mental health services to children and youth. BHCS is requesting approval of the following contract amendments: 1) Expand intensive counseling enriched special day classes (I-CESDC) at four sites, increasing staffing to serve elementary school students in special education; 2) Add a classroom to the Building Blocks Program, which is a Non-Public School serving young children who qualify for special education; 3) Shift funds to support San Lorenzo Unified School District (USD)'s Educationally-Related Mental Health Services (ERMHS) Outpatient Program; and 4) Execution of a Memorandum of Understanding (MOU) between BHCS with Education for Change (EFC) Public Charter Schools Administration.

First, BHCS contracts with Seneca to provide I-CESDCs, which are structured, intensive, school-based programs designed to address the student's mental health, emotional, and behavioral needs that create a barrier to effective learning. The students participating in I-CESDC have significant impairments in major life activities that have compromised their ability to self-regulate and thrive in contained or resourced classrooms without intensive interventions. Based on provider input, BHCS has determined that the current staffing level of two mental health staff per classroom was insufficient for providing adequate support for elementary level students

in the I-CESDC. Elementary level classrooms require more supervision and support due to the students' developmental stage, behavioral and mental health needs and the fact that elementary students remain in the classrooms the entire school day.

Seneca has I-CESDC classrooms in four elementary schools: Bridges Academy at Melrose in Oakland; Longwood Elementary School in Hayward; Harvey Green Elementary School in Fremont; and Cragmont Elementary School in Berkeley. Your Board's approval of this augmentation will ensure that there are a minimum of three full-time equivalent mental health staff in each of their five classrooms, which will assist each classroom in holding a minimum census of eight students. This augmentation will preserve the current level of service delivery. Seneca is currently serving approximately 48 children per quarter across five I-CESDC elementary classrooms.

Second, Building Blocks is a therapeutic preschool program provided by Seneca. Building Blocks serves children ages three to five years, who have emotional and behavioral challenges that have resulted in them being unsuccessful in traditional preschool programs. In August of 2017, Building Blocks moved its two preschool and one Kindergarten through 1st Grade classes from its original site to a new location. Seneca also moved one of its elementary school classrooms from James Baldwin Academy, a non-public school, to Building Blocks' new site. The children up to 3rd grade are safer and more appropriately housed developmentally with the preschool population at Building Blocks campus, as oppose to the James Baldwin Academy campus which serves children through 12th grade. Seneca is requesting to open an additional elementary classroom to meet the increased demand for highly structured, intensive therapeutic elementary school settings.

The augmentation to Building Blocks will support the site in providing a total of three elementary classrooms serving children from Kindergarten to 3rd Grade, thus increasing the number of elementary school children they can serve from approximately 15 to 22 per quarter. The elementary program has been renamed Maya Angelou Academy. Building Blocks will continue to provide two preschool classrooms.

Third, local school districts are responsible for providing mental health services to any special education student with an Individual Education Plan (IEP) that specified such services were needed to succeed in school. The responsibility for these mental health services for special education students has been realigned from counties to the school districts through Educationally Related Mental Health Services (ERMHS). The BHCS Children's System of Care has partnered with local school districts within Alameda County to continue the provision of ERMHS to eligible children and youth, age five through 19 years old, who fit the criteria for the service need.

Seneca is contracted to provide ERMHS in San Lorenzo USD. In the Fiscal Year 2017-2018 budget, BHCS appropriated \$574,350 for this contracted program. On June 20, 2017 (Item No. 5), the amount approved by your Board for this contracted program was \$455,174. This augmentation will correct the discrepancy between the budgeted allocation and the approved contract allocation, assisting Seneca in reaching its current contracted goal of serving 60 children every month.

Fourth, Alameda County Health Care Services Agency (HCSA), EFC, (a non-profit charter management organization), and the BHCS Children and Young Adult System of Care have established a collaborative partnership to support mental health services for children attending EFC charter schools. BHCS is requesting approval of an MOU between BHCS and EFC to deliver Early Periodic Screening, Diagnosis and Treatment (EPSDT) services through School-Based Behavioral Health (SBBH) Services. EFC has agreed to fund the 50 percent Medi-Cal match for beneficiaries served. The parameters of the fiscal relationship are outlined in the attached MOU between BHCS and EFC. Seneca is contracted through BHCS to provide EPSDT services at four of the EFC schools: Cox Academy, Learning Without Limits, Epic, and Lazear Charter Academy. As of the first four months

of this fiscal year, Seneca's EFC programs have served 41 children. The approval of the MOU will ensure that Seneca is able to serve the contracted 150 children at these four schools this year.

SELECTION CRITERIA

Your Board initially approved Seneca to provide mental health programs for children and youth as part of a previous expansion of EPSDT services on November 4, 2003 (Item No. 6) as a result of a Request for Information Process. Seneca was selected to provide crisis stabilization and outpatient services at Willow Rock Center through a Request for Proposal issued on June 7, 2006 (Item No. 14). Seneca currently provides I-CESDC and SBBH services at a variety of existing sites throughout Alameda County, including those noted in the Discussion/Summary section of this Board Letter. Seneca has been providing services at Longwood and Cragmont Elementary Schools for over ten years. Your Board approved an augmentation for Seneca to provide services at Harvey Green Elementary in November of 2008. As a result of RFP No. 15-01 released on February 19, 2015, your board approved Seneca to provide services at Bridges Academy at Melrose on July 21, 2015 (Item No. 5). Seneca has been contracting with BHCS to provide therapeutic preschool services at Building Blocks for over 20 years. Seneca has been contracted by BHCS to provide SBBH services at Cox Elementary School (its former name when the school was part of Oakland USD) since 2011 as part of the Oakland USD Our Kids Mental Health Program. San Lorenzo USD requested the mental health services that Seneca was already providing to ERMHS students in San Lorenzo USD be included under the BHCS contract with Seneca to allow San Lorenzo USD to leverage Medi-Cal revenue, resulting in a substantive savings for the school district while the USD remained responsible for covering costs not billable to Medi-Cal under the existing MOU between BHCS and San Lorenzo USD. Seneca was awarded the EFC: Learning without Limits contract through a previous Request for Proposal (RFP) process that was approved by your Board in February of 2014. Your board approved an augmentation for Seneca in October of 2016 to expand services to Epic and Lazaer Charter Academy as requested by EFC due to the existing relationship between EFC and Seneca. Seneca is a local, non-profit community-based organization and is exempt from requirements under the Small, Local and Emerging Business (SLEB) Program.

FINANCING

Funding will be provided utilizing Early Periodic Screening and Diagnosis and Treatment under 2011 Realignment, and Medi-Cal Revenue already included in the BHCS budget. There is no increase in net county cost as a result of your approval.

Sincerely,



Colleen Chawla, Director
Alameda County Health Care Services Agency

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Alameda County Behavioral Health Care Services
And
Education for Change Public Charter Schools
For
School Based Behavioral Health (SBBH) Programs
at Cox Academy, Learning Without Limits, Epic, and Lazear Charter Academy

This Memorandum of Understanding (MOU) is between Alameda County Behavioral Health Care Services (“BHCS”) and the Education for Change Public Charter Schools (“EFC”) to provide School Based Behavioral Health Services (SBBH Services) for eligible students who attend Cox Academy, Learning Without Limits, Epic, and Lazear Charter Academy School starting on July 1, 2017 ending on June 30, 2018.

Whereas Charter schools are independent public schools with rigorous curriculum programs and unique educational approaches. Charter schools, which are tuition-free and open to all students, offer quality and choice in the public education system.

Whereas EFC operates public charter schools concentrated in the Oakland Unified School District. EFC’s schools are heavily concentrated in two target neighborhoods – the Elmhurst and Fruitvale areas of Oakland.

Whereas EFC serves over 3,000 Transitional Kindergarten to eighth grade students in six schools throughout East Oakland’s Elmhurst and Fruitvale neighborhoods.

Whereas 95% of EFC’s student population qualifies for free or reduced lunch; 99% of EFC’s student population are minorities (64% Latino, 19% African American, 7% American Indian or Alaska Native, 4% Native Hawaiian or Pacific Islander, 3% Asian, 2% Mixed Race); 4% of parents of EFC’s students have college degrees; and 61.3% of EFC’s students test as English Language Learners.

Whereas EFC values the social and emotional wellbeing of their students, provides Mental Health Services through contracts with Seneca Family of Agencies (“Seneca” or “Provider”) for the provision of mental health services for students in need at Cox Academy, Learning Without Limits, Epic and Lazear Charter Academy.

Whereas BHCS is part of a larger Managed Health Care plan that provides health care services to youth and their families who meet service criteria. One of the ways to provide these services and make them accessible to families is to provide support in schools.

Whereas BHCS currently contracts with Seneca for SBBH Services through an Early Periodic Screening Diagnosis and Treatment (“EPSDT”) contract for students in four EFC schools - Cox Academy, Learning Without Limits, Epic and Lazear Charter Academy Charter Schools, that qualify and are eligible for EPSDT services through Alameda County.

Whereas EPSDT is a federal and state Medicaid health care program. In 2003, BHCS began to expand these services to schools within Alameda County. In order to meet this need, BHCS has contracted with many community based organizations to expand mental health services for children and youth who qualify for EPSDT. EPSDT eligibility requires that a client have full-scope Alameda County Medi-Cal coverage, be

under the age of 21, and meet Medical Necessity criteria by having a qualifying mental health diagnosis. Under health care reform, mental health services are to be included as an essential health benefit. Beginning on January 1, 2014 Medi-Cal Managed Care Plans (MCPs) and primary care providers are expected to provide mental health services to individuals with mild to moderate impairments. Medi-Cal beneficiaries that meet medical necessity criteria with moderate-severe impairment will be referred to BHCS for Specialty Mental Health Services.

Whereas EFC would like BHCS (operating through BHCS's current contract with Seneca or future contracted EPSDT providers), to provide additional EPSDT services to Cox Academy, Learning Without Limits, Epic, and Lazear Charter Academy by expanding the BHCS EPSDT contract(s) for SBBH Services.

Now Therefore the Parties agree:

I. EFC Agrees To:

1. Provide dedicated and confidential clinical space that meets the Medi-Cal guidelines and where the mental health clinician(s) can see students and families. Clinicians shall not share space with other staff persons during their designated service hours. This space shall not be a cubicle or a location in the common area (i.e. Multipurpose Room).
2. Provide access to at least one dedicated confidential space to be used for group services, family meetings, and other psycho-educational group activities.
3. Have a dedicated on-site school administrator or designee who will be the point of contact for the school based mental health provider.
4. Have regular meetings with the school-based mental health provider to discuss school-based services. Teacher and other faculty and staff may be involved in these meetings.
5. Assist in the identification and referral of students who may be displaying behaviors that may be related to mental health challenges.
6. Actively participate in and refer students of concern to the Coordination of Service Team (COST) to be triaged and referred to appropriate support services.
7. Ensure that school faculty and staff are informed about the mental health referral process for both school-based services and are willing to partner with the school-based mental health provider to support the students and their families.
8. As needed, integrate a mental health provider into staff meetings, staff development trainings, and IEP process/student assistance team as needed.
9. Encourage parental involvement in the mental health assessment and treatment process.

II. School-Based Behavioral Health Provider agrees to do the following:

1. Provide qualified mental health staff to support the school-based mental health services as outlined in their contract with BHCS.

2. Screen any child referred for mental health supports for EPSDT/Medi-Cal service eligibility.
3. Accept referrals from school into services when appropriate and consistent with EPSDT eligibility criteria, and refer out if service and/or eligibility criteria are not met.
4. Mental Health Staff shall be located on each campus to provide group and/or individual therapy and counseling, rehabilitation, and case management services. Mental Health Staff will also engage the student's family in family treatment and make home visits, as determined necessary by Mental Health Staff, to support the student's progress.
5. Strictly adhere to all Mandate Reporting Guidelines as outlined in the Child Abuse and Neglect Reporting Act, sections 11164-11174.3 of the California Penal Code.
6. Maintain the confidentiality of client/student information received in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Guidelines and signed release of information.
7. Communicate with school administration and/or designee of any immediate safety concerns resulting in a student being referred for a 5150 and or Child Abuse Reporting. This notification does not preclude the Provider from making the appropriate safety calls for assessment and/or reporting.
8. Meet monthly with school site and/or EFC administration regarding the effectiveness of the school-based mental health services.
9. Provider will follow all Alameda County documentation and claiming guidelines and keep all client files in locked cabinets as required by California Department of Mental Health and Medi-Cal guidelines.
10. Provider will follow Quality Assurance (QA) guidelines and attend Clinical Quality Review Team (CQRT) meetings with respect to ongoing authorization for services.
11. Provider will participate in BHCS outcome measure collection and will share unique outcome measures that they collect with BHCS.

III. School-Based Mental Health Provider Staffing

1. Employees providing mental health services will meet specific qualifications for the services provided. Additionally, clinicians will provide services only in areas in which they are licensed or credentialed.
2. Mental Health staff will not provide educational instruction; however, they will address emotional and behavior issues that may interfere with academic performance.
3. Provider will supply a Program Director and a Clinical Director who will oversee the program and provide administrative and clinical supervision to the on-site Mental Health Staff.

IV. Building and Grounds

1. EFC and/or governing Charter District will be responsible for the facility and will provide maintenance for the facility and classrooms, which will be overseen by the respective site Principals.
2. Office furniture and group room furniture will be supplied by EFC and/or governing Charter District. Service Provider will supply additional clinical furnishings, supplies and tools deemed necessary to provider services.
3. Phone lines will be supplied by EFC and/or governing Charter District.
4. EFC and/or governing Charter District will provide the clinician's offices with Internet or Wireless Internet capability and access.
5. Provider will supply the clinical staff with computers, locking file cabinets, and basic stationary.

V. Both Parties Agree To:

Problems identified by either the educational or mental health staff will be addressed promptly and resolved in a timely manner. Problem resolution procedures will include the immediate team resolving concerns as they arrive. If a resolution cannot be reached, any member of the team can request a meeting with the Administrative Team (site principal, BHCS representatives, EFC Program Manager, Provider Clinical Program Manager).

VI. Budget Increases

To support the increase in services, to the extent allowed, the EPSDT provider Seneca will bill EPSDT or Medi-Cal for qualifying services provided to students on Medi-Cal. Certified Public Expenditure (CPE) funds are non-federal dollars that may be used to match EPSDT Medi-Cal.

Budget Exhibit 1

EFC Schools	Cox	LWL	Epic	Lazear	Total Costs	M/C Revenue	Total Costs to EFC
Existing EPSDT Contract (includes FY16-17 COLA)	\$138,183	\$141,750	\$141,750	\$141,750	\$563,433	\$281,717	\$281,716
Additional EFC Services/ Allocation FY17-18	\$232,399	\$147,490	\$173,595	\$341,746	\$895,230	\$447,615	\$447,615
Total Program Allocation FY17-18	\$370,582	\$289,240	\$315,345	\$483,496	\$1,458,663	\$729,332	\$729,331
Staffing FTE							
MA Level Clinicians	1.0	1.75	1.25	2.0			
Clinical Interns			1.0				
BA Level Counselors	2.5	0.5	1.5	2.0			

VII. Payments, Costs, Medi-Cal and Invoicing

1. **Payment:** EFC agrees to pay BHCS for all services and all related costs provided by or through BHCS. The obligation to make full payments pursuant to the terms of this MOU shall continue until full payment has been received from EFC, even if the MOU is terminated. Payment shall be made for all services and costs from the effective date of this MOU.
2. **Cost:** Wherever costs is referred to in this MOU, it refers to all costs included in the array of services provided and all associated costs, including clinician salaries and benefits, cost and expenses associated with student's failure to attend appointments, and administrative support costs specifically attributable to the provided services. Administrative costs include, but are not limited to, staff time for management of invoicing, billing, reimbursement, payments and program and payment monitoring activities. Costs may be calculated and billed based on a cost per unit that includes all administrative costs.
3. **Invoicing for services:** BHCS will provide EFC with invoices for services and other costs incurred on a quarterly basis. For all students receiving services the invoices may include the student's name, services provided, and the date(s) on which such services were provided, amount of service, costs incurred by BHCS associated with providing the services and breakdown of federal and non-federal funds needed for Medi-Cal match. EFC shall reimburse and pay BHCS the full invoice amount no later than 30 days after receiving each invoice
4. **Confidentiality of Records:** As the invoices are records that will contain confidential information concerning specific student information, and information that could identify the student, even if the names were redacted, the invoices shall be treated as confidential to the extent required by law. These records may contain information and be considered protected health information and student records protected under the Education Code.
5. **Interim Reimbursement Charges:** As final actual rates and costs related to qualified services may not immediately be available, BHCS shall invoice for the provisional or interim rate being used at the time and EFC shall pay these amounts to BHCS. After the final actual rates and costs are known, BHCS will perform a reconciliation and credit or invoice EFC for the difference in the amount paid by EFC and the actual cost.
6. **Amount:** Medi-Cal reimbursements are considered the actual amounts received from the Medi-Cal state program for each student. Any match funding that may be required is part of actual costs and, pursuant to the terms of this MOU, shall be paid by EFC. The Medi-Cal State Maximum Allowable charges for services may not be the actual cost of services, and EFC shall pay actual costs
7. **Change in Eligibility:** EFC understands that Medi-Cal eligibility may change while a student is receiving services and, after any reconciliation, EFC shall receive a credit from or pay to BHCS any difference in costs if Medi-Cal eligibility, status or reimbursement amount(s) changes, as appropriate.
8. **Reconciliation:** EFC understands that the Medi-Cal reimbursement process, through no fault of BHCS, can take years to be reconciled by the State and EFC agrees to make final payments for all amounts due or owed under the terms of this MOU after reconciliation by the State or BHCS.

9. **Payment of Local Share:** EFC understands that payment of any federal share of Medi-Cal, Healthy Families, and other federal public funding is based on the amount of local funding that must be provided by EFC. As outlined in Budget Exhibit 1, EFC agrees to timely payment of the State and the local share of costs, which consists of fifty cents (\$.50) for every one dollar of the (\$1.00) total amount indicated under the "Additional EFC Services/Allocations Total" which is \$895,230.00. EFC will pay fifty cents (\$.50) for every one dollar (\$1.00) of those services to the total amount of \$447,615.00 of services attributable to the student(s) being served, so as to not jeopardize the federal share match. EFC shall not use any federal funding for payment of the match funding for Medi-Cal or other federal public funding eligible services to students.
10. **Settlement:** BHCS will use its best efforts to calculate settlements for the year promptly. Settlement consists of accounting and making adjustments based on actual costs to BHCS, final reimbursement charges, actual cost of providers plus administrative cost less any Medi-Cal payments received by BHCS for the service(s) provided. Settlement will be based on information available to BHCS, but does not include any adjustment that may be made after review, audit or directions from the State or other auditing or funding agency.

VIII. Cooperative Efforts and other Responsibilities

1. Teachers, instructional assistants and the principal at the EFC schools shall work cooperatively with Mental Health Staff.
2. EFC Staff will assign a manager to coordinate services with Mental Health staff and the assigned manager will attend regular Coordination of Service Team (C.O.S.T.) meetings and participate in joint in-service trainings.
3. EFC Staff will support Mental Health Staff when there are mental health interventions with students.
4. BHCS will provide EFC with aggregate monthly service reports for the students served at the EFC schools.
5. Mental Health Staff may assist the families of uninsured students to enroll them in Medi-Cal. However, nothing in this MOU obligates BHCS to apply for Medi-Cal for any student or their family.
6. EFC and BHCS shall each name a contact person for programmatic technical questions and assistance and one for billing or payment questions and assistance. The names and contact information shall be provided within in 30 days of execution of this MOU, and thereafter updated in September of each year and if there are any changes.

IX. General Terms

1. **Term:** This MOU covers the time period July 1, 2017 to June 30, 2018. The term shall be automatically renewed for a period of twelve additional months on July 1st of each year, unless terminated sooner by written notice of either party. This MOU replaces and supersedes the prior

MOU for School Based Behavioral Health (SBBH) Programs as of July 1, 2017, and the parties hereby amends and terminates that prior MOU as of June 30, 2017.

2. **Termination of Services Provided by MOU:** Services provided under this MOU may be terminated by any Party upon the giving of sixty (60) days prior written notice to the other Party. EFC understands that notice is required to allow mental health services to be terminated with the individuals being served in a therapeutically appropriate manner.
3. **Educationally Related Mental Health Services:** With respect to the provision of Educationally Related Mental Health Services ("ERMHS") under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. II 1400, et seq., nothing in this MOU is intended to establish or impose upon the County of Alameda, including BHCS any legal obligation under IDEA, or other federal or state law, to provide ERMHS.
4. **Non Party:** EFC will not seek to have the County added as a party to any administrative or civil action brought by a student pursuant to the IDEA or otherwise related to the provision of services, and EFC will cooperate with the County in having the County dismissed from such proceedings should the County be so added.
5. **State Reimbursement:** Nothing in the MOU is intended to, or shall, prevent any party to this MOU from pursuing reimbursement from any state or federal agency or funding source for services.
6. **Informal Resolution:** If a dispute arises between any of the signatories of this MOU, the Parties involved in the dispute will make a good faith effort to resolve the dispute between them in a timely fashion before seeking an intervention.
7. **Days:** Days shall mean calendar days.
8. **Modifications:** This MOU may not be modified or altered except in writing signed by all Parties.
9. **Third Party Rights:** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than the Parties to this MOU.
10. **Severability:** The unenforceability, invalidity or illegality of any provision of this MOU shall not render the other provisions unenforceable, invalid, or illegal. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.
11. **Waiver:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
12. **Indemnification:** To the fullest extent permitted by law, EFC shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, agencies employees and

representative (“the County”) from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this MOU, including administrative or civil actions brought pursuant to the IDEA against the County as a result of an alleged denial of Free Appropriate Public Education (FAPE) arising out of EFC's alleged failure to offer or provide appropriate services to a student, or which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitied. The County may participate in the defense of any such claim without relieving EFC of any obligation hereunder. EFC will conduct all settlement negotiations in good faith and in a manner that is not injurious to County's interests. If County is made a party to the action, EFC will conduct all settlement negotiations with the participation of the County.

13. **Headings:** Headings are for convenience of reference only and shall in no way affect interpretation of the MOU.
14. **Notices:** All notices, requests, demands, or other communications under this MOU shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile (fax) to the last facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

EDUCATION FOR CHANGE PUBLIC CHARTER SCHOOLS:

Education for Change Public Charter Schools Contact Person:

Hae-Sin Thomas, Executive Director/CEO

Education for Change Public Charter Schools

3265 Logan Street, Oakland, CA 94601

510-568-7936 hthomas@efcps.net

BHCS:

Jeff Rackmil, Director, Child and Young Adult System of Care
Alameda County Behavioral Health Care Services
2000 Embarcadero Cove Suite 400
Oakland, CA 94606
510-567-8115
Jeff.Rackmil@acgov.org

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

15. **Signatory:** By signing this agreement, signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which he/she acted, executed this MOU.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates of their signatures.

Education for Change Public Charter Schools

By _____
Hae-Sin Thomas, Executive Director

Date _____

Alameda County Behavioral Health Care Services:

By _____
James Wagner, BHCS Deputy Director

Date _____

Approved as to Form: DONNA ZIEGLER
County Counsel for the County of Alameda

By: _____
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which he/she acted, executed this MOU

**COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: Behavioral Health Care Services

Vendor ID #: 0000029869

Board PO #: 9073

Bus Unit: BHSVC

Master Contract #: 900121

Procurement Contract #: 15256

Budget Year: 2018

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350591	00000	N/A	N/A		\$3,182,778
610341	10000	350591	40200	N/A	N/A	\$469,176	\$19,206,767
610341	10000	350591	41431	N/A	N/A		\$2,048,645
610341	10000	350591	41432	N/A	N/A		
610341	11000	350850	40305	N/A	N/A		

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____

Contract Maximum: \$24,438,190

Procurement Contract Begin Date: 07/01/2017

Expire Date: 06/30/2018

Period of Funding From: 07/01/2017

To: 06/30/2018

Department Contact: Network Office Administration

Telephone #: (510) 567-8296

QIC Code: 28007

Contractor Name: <u>Seneca Family of Agencies</u>	
Project Name: _____	
Contractor Address: <u>6925 Chabot Road, Oakland, CA 94618</u>	
Remittance Address: <u>6925 Chabot Road, Oakland, CA 94618</u>	ALCOLINK Vendor Address #: <u>1</u>
BOS Dist. #: <u>4</u>	
Contractor Telephone #: <u>(510) 654-4004</u>	Fax #: _____
E-mail (Signatory): <u>Katherine_West@senecacenter.org</u>	
Contractor Contact Person: <u>Ms. Katherine West</u>	
E-mail (Contact): <u>Katherine_West@senecacenter.org</u>	
Contract Service Category: <u>Mental Health</u>	
Estimated Units of Service: <u>See Exhibit B-3</u>	

Method of Reimbursement (Invoicing Procedures): See Exhibit B-3

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$23,969,014	\$24,438,190			
Amount of Encumbrance	\$23,969,014	\$469,176			
File Date	6/20/2017	2/27/2018			
Item #	5				
Reason	Interim	Amend A & B			

Funding Source Allocation:

Federal - CFDA #:	State	County
\$0	\$24,438,190	\$0

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By: _____

Signature: **James Wagner, MFT, LPCC**

Title: Deputy Director Behavioral Health Care Services

Date: _____

CONTRACTOR

By: _____

Signature

Print or Type Name

Title: _____

Date _____

By: _____

Signature

Print or Type Name

Title: _____

Date _____

FIRST AMENDMENT TO AGREEMENT

Master Contract #	900121	Procurement Contract #	15256
Procurement Begin Date	7/1/2017	Expire Date	6/30/2018

This First Amendment is made by the *County of Alameda* ("County") and **Seneca Family of Agencies** ("Contractor") to amend interim exhibits for the Master Agreement, Procurement Contract No. 15256, signed by the parties on August 17, 2017 (referred to herein as the "Agreement"):

I. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as specified herein:

A. Exhibit A(b), Section III.C.5, Service Delivery Sites is amended as follows and effective 07/01/2017:

The service delivery site for the Build Blocks program, under the sub-heading I-CESDC associated with a NPS, is amended and replaced by the following:

- From July 1, 2017 to September 15, 2017, the service delivery site for the Build Blocks Preschool Program shall be at 2370 Grande Vista Place, Oakland, CA 94601, for two preschool and one Kindergarten-to-1st grade classrooms.
- From September 15, 2017 to June 30, 2018, the service delivery site for the Building Blocks Program shall be at 3725 High Street, Oakland, CA 94619, for two preschool classrooms; one Kindergarten-to-1st grade classroom; one grades 1-to-2 classroom; and one grades 2-to-3 classroom.

AND

B. Terms and Conditions of Payment, Exhibit B, are amended as follows and effective July 1, 2017:

- The Contract Maximum is increased from \$23,969,014 to \$24,438,190.
- Interim Rate Sheet, Exhibit B-3, is amended and replaced by the attached Interim Rate Sheet, Exhibit B-3, dated 1/5/2018.

AND

C. The Exhibit C is replaced by the attached Exhibit C.

II. Except as otherwise stated herein, the terms and provisions of this First Amendment will be considered to be effective as of the date this First Amendment is executed by the County.

III. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IV. IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

By:

James Wagner, MFT, LPCC
Deputy Director
Behavioral Health Care Services

Date

Seneca Family of Agencies

Contractor

6925 Chabot Road

Street Address

Oakland, CA 94618

City, State, Zip Code

Approved as to form:

Donna R. Ziegler, County Counsel,
County of Alameda

By:

Authorized Signature of Contractor

By:

K. Joon Oh, Deputy County Counsel

Print/Type Name

Title

Date

**EXHIBIT B - 3
METHOD AND RATE OF REIMBURSEMENT
INTERIM RATE SHEET
MASTER CONTRACT
FY 17/18**

Contractor: Seneca Family of Agencies

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate	Allocation
*** IMPORTANT NOTICE ***					
The County of Alameda sets the County Contract Maximum Rate (CCMR). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCMR.					
01DY2	Outpatient / Intensive Case Management* (ICM)				\$1,188,508
	Case Management		601	\$133.66 per hour	
	Mental Health Services	Provisional Rate	6,329	\$172.62 per hour	
	Medication Support		1	\$318.27 per hour	
	Crisis Intervention		60	\$255.93 per hour	
*ICM - Non Medi-Cal costs not to exceed \$175,000. Funds may not be used for any other program.					
01DY1	Outpatient / Probation MST - MHSA				\$1,170,932
	Case Management		1,048	\$133.66 per hour	
	Mental Health Services	Provisional Rate	5,801	\$172.62 per hour	
	Crisis Intervention		20	\$255.94 per hour	
01PW1	Lincoln Middle				
	Case Management		75	\$133.65 per hour	
	Mental Health Services	Provisional Rate	1,386	\$172.61 per hour	
	Medication Support		7	\$318.25 per hour	
	Crisis Intervention		2	\$255.92 per hour	
Alameda USD Total					\$252,000
01N31	Berkeley High CESDC - Outpatient				
	Case Management		27	\$133.67 per hour	
	Mental Health Services	Provisional Rate	3,578	\$172.63 per hour	
	Medication Support		2	\$318.28 per hour	
	Crisis Intervention		1	\$255.95 per hour	
01NT1 <i>ESY 01N61</i>	Cragmont Elementary CESDC - Outpatient				
	Case Management		5	\$133.66 per hour	
	Mental Health Services	Provisional Rate	1,913	\$172.62 per hour	
	Medication Support		2	\$318.26 per hour	
	Crisis Intervention		1	\$255.93 per hour	
01HD1	Longfellow Middle CESDC - Outpatient				
	Case Management		16	\$133.62 per hour	
	Mental Health Services	Provisional Rate	1,462	\$172.57 per hour	
	Medication Support		2	\$318.18 per hour	
	Crisis Intervention		1	\$255.86 per hour	
01NS1	Martin Luther King Middle CESDC - Outpatient				
	Case Management		52	\$133.62 per hour	
	Mental Health Services	Provisional Rate	1,566	\$172.56 per hour	
	Medication Support		2	\$318.17 per hour	
	Crisis Intervention		2	\$255.85 per hour	
Berkeley USD Total					\$1,487,602
01N22 <i>ESY 01KE2 01PK1</i>	Longwood CESDC - Outpatient				
	Case Management		35	\$133.67 per hour	
	Mental Health Services	Provisional Rate	1,772	\$172.63 per hour	
	Medication Support		34	\$318.28 per hour	
	Crisis Intervention		2	\$255.94 per hour	
01KB2	Mount Eden High CESDC - Outpatient				
	Case Management		56	\$133.67 per hour	
	Mental Health Services	Provisional Rate	1,502	\$172.63 per hour	
	Medication Support		33	\$318.28 per hour	
	Crisis Intervention		4	\$255.95 per hour	
01G03	Winton Middle CESDC -Outpatient				
	Case Management		60	\$133.80 per hour	
	Mental Health Services	Provisional Rate	1,536	\$172.80 per hour	
	Medication Support		9	\$318.60 per hour	
	Crisis Intervention		3	\$256.20 per hour	
Hayward USD Total					\$877,043

**EXHIBIT B - 3
METHOD AND RATE OF REIMBURSEMENT
INTERIM RATE SHEET
MASTER CONTRACT
FY 17/18**

Contractor: Seneca Family of Agencies

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate	Allocation
*** IMPORTANT NOTICE ***					
The County of Alameda sets the County Contract Maximum Rate (CCMR). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCMR.					
01NY1	Harvey Green Elementary CESDC - Outpatient				
	Case Management		139	\$133.67 per hour	
	Mental Health Services	Provisional Rate	2,534	\$172.63 per hour	
	Medication Support		18	\$318.28 per hour	
	Crisis Intervention		7	\$255.94 per hour	
	Fremont USD Total				\$589,537
01G95	Brenkwitz CESDC - Outpatient				
	Case Management		175	\$133.66 per hour	
	Mental Health Services	Provisional Rate	2,938	\$172.62 per hour	
	Medication Support		100	\$318.26 per hour	
	Crisis Intervention		7	\$255.93 per hour	
01G83	Redwood High CESDC - Outpatient				
	Case Management		88	\$133.66 per hour	
	Mental Health Services	Provisional Rate	1,482	\$172.63 per hour	
	Medication Support		25	\$318.28 per hour	
	Crisis Intervention		4	\$255.94 per hour	
01HB3 <i>ESY 01KB3</i>	Tennyson High CESDC - Outpatient				
	Case Management		79	\$133.68 per hour	
	Mental Health Services	Provisional Rate	1,200	\$172.65 per hour	
	Medication Support		20	\$318.32 per hour	
	Crisis Intervention		3	\$255.98 per hour	
	Mid County SELPA Total				\$1,065,604
01OR1	Bridges Academy @ Melrose Elementary I-CESDC				
	Case Management		75	\$133.65 per hour	\$315,000
	Mental Health Services	Provisional Rate	1,386	\$172.61 per hour	
	Medication Support		7	\$318.25 per hour	
	Crisis Intervention		2	\$255.92 per hour	
01OQ1	Castlemont High I-CESDC				
	Case Management		75	\$133.65 per hour	\$252,000
	Mental Health Services	Provisional Rate	1,386	\$172.61 per hour	
	Medication Support		7	\$318.25 per hour	
	Crisis Intervention		2	\$255.92 per hour	
81426/81427	Building Blocks -NPS CESDC				\$1,569,108
	Case Management		109	\$133.23 per hour	
	Mental Health Services	Provisional Rate	7,358	\$172.06 per hour	
	Medication Support		82	\$317.24 per hour	
	Crisis Intervention		14	\$255.11 per hour	
811859	San Leandro NPS - CESDC (James Baldwin Academy)				\$3,730,673
	Case Management		643	\$133.69 per hour	
	Mental Health Services	Provisional Rate	21,201	\$172.66 per hour	
	Medication Support		322	\$318.34 per hour	
	Crisis Intervention		30	\$255.99 per hour	
01LT1	Fremont NPS - CESDC (Pathfinder Academy)				\$1,255,706
	Case Management		145	\$133.68 per hour	
	Mental Health Services	Provisional Rate	7,009	\$172.64 per hour	
	Medication Support		278	\$318.31 per hour	
	Crisis Intervention		3	\$255.97 per hour	
01QT1, 01QU1, 01QV1	San Lorenzo ERMHS				\$574,350
	Case Management		368	\$133.79 per hour	
	Mental Health Services	Provisional Rate	1,374	\$172.78 per hour	
	Crisis Intervention		2	\$256.17 per hour	

**EXHIBIT B - 3
METHOD AND RATE OF REIMBURSEMENT
INTERIM RATE SHEET
MASTER CONTRACT
FY 17/18**

Contractor: Seneca Family of Agencies

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate	Allocation
*** IMPORTANT NOTICE ***					
The County of Alameda sets the County Contract Maximum Rate (CCMR). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCMR.					
01PE1	Contra Costa NPS - CESDC Outpatient (Catalyst)				\$226,733
	Case Management		10	\$133.68 per hour	
	Mental Health Services	Provisional Rate	1,286	\$172.64 per hour	
	Medication Support		9	\$318.31 per hour	
	Crisis Intervention		2	\$255.97 per hour	
01LP1	Willow Rock Center Crisis Response Service and Crisis Stabilization Services**	Actual Cost		Actual Cost	\$4,416,021
01EJ1	Willow Rock Outpatient PHF				\$36,225
	Case Management		34	\$132.90 per hour	
	Mental Health Services	Provisional Rate	102	\$171.63 per hour	
	Medication Support		41	\$316.45 per hour	
01KN1	Hayward High - Outpatient				
	Case Management		163	\$133.68 per hour	
	Mental Health Services	Provisional Rate	727	\$172.64 per hour	
	Crisis Intervention		6	\$255.97 per hour	
01N21	Longwood - OUR KIDS Outpatient				
	Case Management		27	\$133.67 per hour	
	Mental Health Services	Provisional Rate	715	\$172.63 per hour	
	Crisis Intervention		1	\$255.95 per hour	
01KB1	Mount Eden High - Outpatient				
	Case Management		163	\$133.68 per hour	
	Mental Health Services	Provisional Rate	727	\$172.64 per hour	
	Crisis Intervention		6	\$255.97 per hour	
	Hayward USD Total				\$424,890
01KD1	Cesar Chavez Middle - Outpatient				
	Case Management		163	\$133.68 per hour	
	Mental Health Services	Provisional Rate	727	\$172.64 per hour	
	Crisis Intervention		6	\$255.97 per hour	
01P21	Guy Emanuele Jr. Elementary - Outpatient				
	Case Management		147	\$133.65 per hour	
	Mental Health Services	Provisional Rate	700	\$172.61 per hour	
	Crisis Intervention		5	\$255.91 per hour	
01PU1	Hillview Crest Elementary - Outpatient				
	Case Management		147	\$133.65 per hour	
	Mental Health Services	Provisional Rate	700	\$172.61 per hour	
	Crisis Intervention		5	\$255.91 per hour	
01KC1	Searles Elementary - Outpatient				
	Case Management		163	\$133.68 per hour	
	Mental Health Services	Provisional Rate	727	\$172.64 per hour	
	Crisis Intervention		6	\$255.97 per hour	
	New Haven USD Total				\$595,352
01OR2	Bridges Academy @ Melrose Elementary - Outpatient				
	Case Management		8	\$133.66 per hour	
	Mental Health Services	Provisional Rate	814	\$172.62 per hour	
	Crisis Intervention		1	\$255.93 per hour	
01JC1	Community Day -Outpatient				
	Case Management		4	\$133.80 per hour	
	Mental Health Services	Provisional Rate	1,457	\$172.80 per hour	
	Crisis Intervention		1	\$256.20 per hour	
01JF1 <i>ESY 01HQ2</i>	Elmhurst - OUR KIDS Outpatient				
	Case Management		13	\$133.68 per hour	
	Mental Health Services	Provisional Rate	1,487	\$172.65 per hour	
	Crisis Intervention		1	\$255.98 per hour	

**EXHIBIT B - 3
METHOD AND RATE OF REIMBURSEMENT
INTERIM RATE SHEET
MASTER CONTRACT
FY 17/18**

Contractor: Seneca Family of Agencies

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate	Allocation
*** IMPORTANT NOTICE ***					
The County of Alameda sets the County Contract Maximum Rate (CCMR). All contracted rates that appear on this Rate Sheet will be reduced if at any time they exceed the CCMR.					
01PX1	Horace Mann Elementary - Outpatient				
	Case Management		8	\$133.66 per hour	
	Mental Health Services	Provisional Rate	814	\$172.62 per hour	
	Crisis Intervention		1	\$255.93 per hour	
01JE1	Street Academy - Outpatient				
	Case Management		18	\$133.69 per hour	
	Mental Health Services	Provisional Rate	708	\$172.65 per hour	
	Crisis Intervention		1	\$255.98 per hour	
01JD1	United for Success - Outpatient				
01K11	Case Management		4	\$133.65 per hour	
	Mental Health Services	Provisional Rate	732	\$172.61 per hour	
	Crisis Intervention		1	\$255.92 per hour	
	Oakland USD Total				\$1,060,451
01LR1	Aspire Millsmont Charter School - Outpatient				\$148,838
	Case Management		203	\$133.68 per hour	
	Mental Health Services	Provisional Rate	699	\$172.64 per hour	
	Crisis Intervention		4	\$255.97 per hour	
01HQ1	Education for Change: Cox Academy Charter School - Outpatient				
	Case Management		36	\$133.67 per hour	
	Mental Health Services	Provisional Rate	1,343	\$172.63 per hour	
	Crisis Intervention		5	\$255.95 per hour	
01QB1	Education for Change: Epic Charter School Outpatient				
	Case Management		37	\$133.65 per hour	
	Mental Health Services	Provisional Rate	2,020	\$172.61 per hour	
	Crisis Intervention		5	\$255.92 per hour	
01QC1	Education for Change: Lazear Academy Charter School - Outpatient				
	Case Management		45	\$133.65 per hour	
	Mental Health Services	Provisional Rate	3,248	\$172.60 per hour	
	Crisis Intervention		8	\$255.91 per hour	
01LQ1	Education for Change: Learning Without Limits Charter Academy - Outpatient				
	Case Management		21	\$133.68 per hour	
	Mental Health Services	Provisional Rate	1,699	\$172.64 per hour	
	Crisis Intervention		4	\$255.97 per hour	
	Education for Change Charter School Total				\$1,458,663
01LS1	Lighthouse Community Charter School - Outpatient				\$148,838
	Case Management		203	\$133.68 per hour	
	Mental Health Services	Provisional Rate	699	\$172.64 per hour	
	Crisis Intervention		4	\$255.97 per hour	
01DY3	TBS - Outpatient				\$1,594,116
	Case Management (Katie A. ICC only)		1	\$133.68 per hour	
	Mental Health Services	Provisional Rate	9,232	\$172.65 per hour	
					<u>\$24,438,190</u>

Revised 1/5/2018

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2018

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Annie Lee	PHONE (A/C, No, Ext): 818.539.8601	FAX (A/C, No): 818.539.8701
	E-MAIL ADDRESS: Annie_Lee@ajg.com		
INSURED Seneca Family of Agencies 2275 Arlington Drive San Leandro, CA 94578		CERTIFICATE NUMBER: SENEFAM-01	REVISION NUMBER:
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Nonprofits' Insurance Alliance of CA	
		INSURER B : New York Marine And General Insurance	16608
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 649679616

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		201700557NPO	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Professional Liab \$1M/\$3M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			201700557NPO	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			201700557NPOUMB	7/1/2017	7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2341	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Crime			201700557DO	7/1/2017	7/1/2018	Per Claim/Aggregate Retention \$1M/\$2M \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime:
Carrier: Berkley Regional Insurance Company
Policy # BCCR-45001843-22
Term: 07/01/2017 to 07/01/2018
Employee theft: 1,000,000 Deductible: 5000
Forgery & Alteration: 1,000,000 Deductible: 5000
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Alameda County Behavioral Health Care Services
BHCS Network Office
1900 Embarcadero Cove, Suite 205
Oakland CA 94606

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

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Theft of money and securities : 500,000 Deductible:5000
 Robbery or burglary of Property: 500,000 Deductible:5000
 Money and securities : 500,000 Deductible:5000
 Computer fraud:1,000,000 Deductible:5000
 Fund transfer fraud:1,000,000 Deductible:5000
 Money order and counterfeit paper currency: 500,000 Deductible:5000

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are named additional insured with respect to the General Liability policy of the named insured per the attached endorsements. Such insurance is Primary and Non-Contributory. Workers Compensation coverage excluded, evidence only.



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

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2018

Expiration: January 1, 2019

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

Sincerely,

A handwritten signature in cursive script that reads 'Jacqueline Harris'.

Jacqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

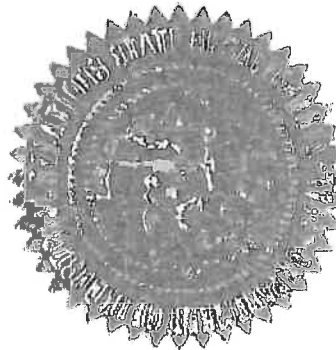
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a) Corporation

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

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

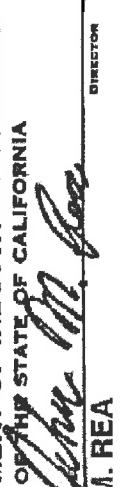


EFFECTIVE:

THE 1st DAY OF December, 2004


MARK T. JOHNSON
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA
DIRECTOR

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



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



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

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

Quality Comp, Inc.

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

Dated at Sacramento, California
This day the 11th of December 2017

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

Lyn Asio Booz, Chief

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

NUMBER 2341

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Seneca Family of Agencies

STATE OF INCORPORATION CA

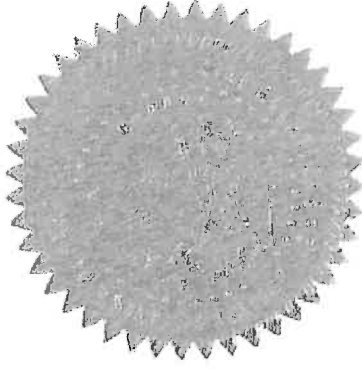
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

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

EFFECTIVE DATE:

THE 1st Day of November 2013

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



A handwritten signature in blue ink, appearing to read "Jon Wroten".

Jon Wroten, Chief

A handwritten signature in blue ink, appearing to read "Christine Baker".

Christine Baker, Director

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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