

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

**SENECA FAMILY OF AGENCIES
Contract ID: 1000035810**

This Agreement is made **July 1, 2025**, in the City and County of San Francisco (“City”), State of California, by and between **Seneca Family of Agencies, 8945 Golf Links Road, Oakland, CA 94605** (“Contractor”) and City.

Recitals

WHEREAS, the Human Services Agency (“Department”) wishes to procure FCS Wraparound Services from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) #1159 FCS Wraparound Services for Child Welfare Families issued through Sourcing Event ID 0000010371; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because of state and federal funding and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, the Contract is funded with Federal dollars, CFDA # 93.659; and

WHEREAS, approval for the Agreement was obtained on April 21, 2025 from the Civil Service Commission under PSC number DHRPSC0005086 in the amount of \$15,974,640 for the period of four years; and

WHEREAS, the City’s Human Services Commission approved this Agreement on April 24, 2025; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action] in the amount of \$15,974,640 for the period commencing July 1, 2025 and ending June 30, 2029; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Human Services Agency.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 “Contractor” means between **Seneca Family of Agencies, 8945 Golf Links Road, Oakland, CA 94605.**

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means City and Contractor either individually or collectively.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on **July 1, 2025** and expire on **June 30, 2029**, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement is **Fourteen Million, Five Hundred Twenty-Two Thousand, Four Hundred Dollars (\$14,522,400)** plus a contingency of **One Million, Four Hundred Fifty-Two Thousand, Two Hundred Forty Dollars (\$1,452,240)** for an Agreement total not to exceed **Fifteen Million, Nine Hundred Seventy-Four Thousand, Six Hundred Forty Dollars (\$15,974,640)**, the budget detail of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was

made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid by City for Services.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit <https://www.sf.gov/get-paid-your-vendor-services>

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 Grant Funded Contracts.

(a) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendices F, G, and H. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering

of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) Reserved. (Payment Discount Terms)

3.3.9 Cost of Doing Business Adjustment. The City may, acting in its sole discretion, adjust the Contract amount in any year to reflect a Cost of Doing Business (“CODB”) adjustment as authorized by the San Francisco Board of Supervisors. The Board of Supervisors and the Mayor will make the CODB determination annually through the budget process. Contractor understands and agrees that the CODB adjustment is wholly discretionary and not a Contractor entitlement.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

3.6 Reserved. (Payment of Prevailing Wages)

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in **Appendix A, “Scope of Services.”** Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

4.2 Qualified Personnel. Contractor shall utilize only competent personnel who possess the degree of skill and care required by current and sound professional procedures and practices and who are under the supervision of, and in the employment of, Contractor (or Contractor’s authorized subcontractors) to perform the Services. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless

inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys’ fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Reserved. (Liquidated Damages)**

4.8 **Reserved. (Bonding Requirements)**

4.9 **Reserved. (Fidelity Bond)**

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than **\$1,000,000** each occurrence and **\$3,000,000** general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.

(b) Commercial Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$1,000,000** for each claim and **\$3,000,000** general aggregate with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of **\$1,000,000** for each claim and each loss, and **\$2,000,000** general aggregate. The policy shall

at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$2,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) **Reserved. (Pollution Liability Insurance)**

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

(c) **Reserved. (Auto Pollution Additional Insured Endorsement)**

5.1.3 Waiver of Subrogation. The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) **Reserved. (Pollution Liability Insurance as Primary Insurance)**

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors,

or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Reserved. (Liability for Incidental and Consequential Damages)**

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a “possessory interest” for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”).

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

- (a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the performance of all Services on and after the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (d) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee, or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief, reorganization, arrangement, or any other petition in bankruptcy, for liquidation, or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, or (iii) ordering the dissolution, winding-up, or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be

deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.3.7(b)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
		11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall

incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 Reserved. (First Source Hiring Program)

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this Section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this Section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Article 142 is available on the web at <https://www.sf.gov/information/fair-chance-ordinance>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Nonprofit Contractor Requirements.

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Distribution of Beverages and Water)

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Name: Elizabeth Léone Title: Principal Contracts Manager Agency: Human Services Agency Address: POB 7988, GB00, San Francisco, CA 94120-7988 Email: elizabeth.leone@sfgov.org Phone: (415) 557-5057
To Contractor:	Name: Scott Osborn Title: Chief Operating Officer Company: Seneca Family of Agencies Address: 8945 Golf Links Road, Oakland, CA 94605 Email: scott_osborn@senecacenter.org Phone: (510) 654-4004

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Reserved.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix I incorporated herein by this reference.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract, including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of City's Charter, codes, ordinances, and duly adopted rules and regulations of the City and of all state and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Reserved. (Department Specific Terms)

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements)

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

SENECA FAMILY OF AGENCIES

Trent Rhorer
Executive Director
Human Services Agency

Leticia Galyean, LCSW
CEO/President

Approved as to Form:

Cell Phone: (510) 760-6858
Email: Leticia_galyean@senecacenter.org

David Chiu
City Attorney

City Supplier Number: 0000011264

By: _____
Valerie Lopez
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____

Appendices & Attachments

- A: Scope of Services
- B: Calculation of Charges
- C: Method of Payment
- D: Interests in Other City Contracts
- E: Permitted Subcontractors
- F: Federal Award Requirements
- G: Federal Information for Subrecipients
- I: Health & Human Services Dispute Resolution Procedure
- J: Data Sharing & Security Terms
- Attachment A: Seneca Data Set Request Form
- Attachment B: Seneca Wraparound Court Order

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Appendix A: Services to be Provided
Seneca Family of Agencies
San Francisco Wraparound Collaborative
July 1, 2025 – June 30, 2029

I. Purpose of Contract

The goal of the SF Wraparound Collaborative is to successfully move target population children, youth and non-minor dependents into or preserve placement in a family-based service setting, and improve placement stability, mental health, educational and permanency outcomes.

II. Definitions

Agency	San Francisco Human Service Agency
CANS	Child and Adolescent Needs and Strengths Assessment
CCCPP	Children’s Crisis Continuum Pilot Program which enables foster youth in crisis to receive the critical stabilization and long- term wellness services close to their homes and families.
CFT	Child and Family Team. A group of people who are involved in supporting the child and family to achieve their goals and successfully transition out of the formal child and family systems of care. Individuals working as part of the CFT each have their own roles and responsibilities, but they work together as members of an integrated team to plan, implement, refine, and transition services. The Child and Family Team is an integral part of the Wraparound Team. A CFT Meeting must include the youth, caregiver(s), Wraparound Team, county protective service worker or probation officer (or Agency designee), and natural support people to be counted as such.
CWS/CMS	State of California Child Welfare Services Case Management System
SF BHS	San Francisco Behavioral Health Services, a part of Department of Public Health
Executive Oversight Team	Directors of each County Agency (or designee) and Provider CEO (or designee) who review the fiscal and programmatic position of the program

Edgewood	Edgewood Center for Children and Families, a subcontractor of the San Francisco Wraparound Collaborative
FCS	Family and Children's Services, a division of HSA
Contractor	Seneca Family of Agencies
FFPSA	Family First Prevention Services Act (passed in 2018)
HSA	San Francisco Human Services Agency
HUB	Integrated services designed for eligible in-home and foster children and youth who have intensive behavioral health needs; includes 24/7/365 mobile response, intensive care coordination, and immediate emergency short-term stabilization placements in a Short Term Residential Therapeutic Program.
DPH	San Francisco Department of Public Health
JPD	San Francisco Juvenile Probation Department
MAST	Multi-Agency Services Team is a collaborative interagency review process to identify the best service option for children, youth and families who have complex life situations. By working in partnership with HSA, Community Behavioral Health Services, and the Juvenile Probation Department, as well as with identified service providers, MAST promotes solution-focused recommendations that assure the least restrictive and most appropriate levels of care.
NMD	Nonminor Dependent. A nonminor dependent in California is a foster youth between the ages of 18 and 21. They are eligible for Extended Foster Care (EFC) services, which help them transition to adulthood.
Recidivism	A subsequent criminal adjudication/conviction while on probation supervision
Plan of Care	Plan for family in wraparound services

SED	Severe Emotional Disability
SFWC	San Francisco Wraparound Collaborative - a collaborative comprised of Seneca Family of Agencies as lead agency with Edgewood as subcontractor.
Step down	A change of placement from congregate care (STRTP) to a lower level of care, typically a family home. Hospitalization and juvenile detention facilities are not considered congregate care.
STRTP	Short-term residential treatment program
Wraparound Fidelity Index EZ	An evaluation tool used to monitor fidelity to the Wraparound model
Wraparound Team	The Wraparound Team is comprised of the child or non-minor dependent (referred to as “youth”), the family, the Wraparound staff, and the formal, informal, and natural supports that support the youth and family and participate in the implementation of the Wraparound plan of care. Wraparound Teams consist of the pre-existing Child and Family Team with the addition of trained Wraparound service providers. Additionally, Wraparound Teams are held to higher standards to meet the complex care needs of our most vulnerable youth and families, and include meeting the mandates of CFTs and the Integrated Core Practice Model (ICPM). Therefore, the term “Wraparound Team” is used to refer to all team members who participate in the teaming process and implementation of the Wraparound plan of care, including members of the CFT. Team Meetings refer to all team meetings with the youth and family, including Wraparound Team meetings and CFT meetings.
Youth	In this document, youth refers to minor children and non-minor dependents alike.

III. Target Populations

Youth and their families involved with the child welfare or juvenile probation systems who have complex needs requiring intensive, comprehensive, coordinated, highly individualized interventions and linkage to services to ensure safety, permanency, and well-being. Any dependent youth who is currently in, or at risk of, out-of-home care is eligible for Wraparound services. The target population also

includes those youth stepping down from an STRTP, or out-of-state residential facility, to a family-based setting. A family-based setting refers to situations when a youth reunifies with a parent, guardian, Indian custodian, or other caregivers or is placed with an approved resource family, including relatives and nonrelative extended family members, or a tribally approved home. In addition, a nonminor dependent exiting an STRTP to a supervised independent living setting, defined in WIC section 11400(x), should also be offered FFPSA aftercare services, including Wraparound.

Eligibility Criteria:

- The child and/or family is experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning (SED) or family relations; AND/OR
- Intensive service coordination, delivery, and/or support is required to assist the family or caretaker in meeting the child's needs; AND
- The child has family, a relative, legal guardian, or other significant person in his/her life that is open to participating in a strengths-based, family-centered process and resides within or in close proximity to any of the Wraparound geographic service areas such as Alameda, Contra Costa, San Mateo, Solano, Marin or, when necessary, family finding efforts can be used to identify such persons; AND
- The child is eligible under the California Welfare and Institutions Code (WIC) 300 or 602 (i.e., is a dependent or ward of the Juvenile Court).

Note: Adopted youth who are receiving adoption aid payments are eligible to receive Wraparound services through a private and separate single case agreement contract between the adoptive family and the Wraparound provider of their choice. Refer to **ACL 24-66 - Wraparound Services Paid by Adoption Assistance Program**.

IV. Description of Services

Wraparound is a collaborative approach to care that encourages coordination across agencies, disciplines, and communities to enhance outcomes for youth and families. It provides youth who have complex needs with comprehensive and intensive, coordinated, and highly individualized interventions. The Wraparound model enhances prevention, safety, permanency, and well-being for youth, consistent with state and federal mandates.

All services will be provided within a framework of evidence-based work approved by the California Department of Social Services (CDSS). Evidence-based, empirically supported interventions (ESIs) or evidence-informed interventions should be utilized as they are available and appropriate for the populations served.

A. For each referred child and family, Contractor will provide or facilitate the following services and supports:

1. Assessment and assignment of referral
2. Identify the Wraparound/Family Team

3. Development and facilitation of the CFT Meeting

The Wraparound Coordinator will work with families and youth to identify the Wraparound Team comprised of the youth, the family, the Wraparound staff, and the formal, informal, and natural supports. Natural supports are integral team members. For a child who does not have identified family or kin, the SF Wraparound staff will engage in family finding efforts.

The Coordinator will facilitate CFT meetings with the support of the assigned Family Support Counselor assigned to the youth and family. Before the first meeting, the Coordinator will meet with prospective team members to obtain their perspective on youth and family strengths and needs, as well as to understand each person's desired outcomes.

4. Facilitate the Wraparound planning process (individualized, family-centered, strengths-based, and needs-driven)

The Coordinator and Family Support Counselor will provide leadership and act as an information resource for the team, which will focus on addressing the high priority underlying needs of the youth, as well as their family members. The Wraparound Team is committed to finding creative, highly individualized strategies customized to match each client and family's needs, strengths, values, culture, and preferences.

Contractor will actively collaborate with the Wraparound Subcommittee to review care plans for youth, ensure effective transition plans are in place for each youth, and facilitate the discharge of youth so that additional clients can be enrolled in the program.

5. Secure Wraparound and mental health services from a network of providers and complete appropriate service authorizations and agreements

Contractor will maintain and continue to expand the membership of the SF Wraparound Collaborative (SFWC), which consists of a broad spectrum of community-based providers offering supportive resources such as tutoring and mentoring services, after-school programs, sports and creative arts activities, job coaching and entrepreneurship training, life skills training, housing and financial assistance, violence prevention training, substance abuse treatment, HIV-related services, mental health counseling, and in-depth psychological assessments. Access to services and supports from this network of providers will be driven by the Wraparound Team for each youth and family, with appropriate releases (for sharing information) and service authorizations and agreements secured on a case-by-case basis.

6. Provide intensive case management, including crisis intervention and support on a 24-hour basis, 7 days per week, that may include in-person response during non-traditional work hours

The Wraparound Team will provide case management services for each client and family in collaboration with the County agency staff. Service planning and delivery will be driven by in-depth assessment of client and family strengths and needs in all relevant life domains, including but not limited to: safety (#1), living, social, recreational, legal, spiritual, emotional, behavioral, school, and vocational. This comprehensive assessment will ensure the development of highly-individualized, comprehensive and effective service plans. The Wraparound Team will engage youth and families in developing creative solutions to help them achieve their goals and aspirations.

SFWC will offer 24/7 crisis support for youth, family members and other caregivers, provided through an in-person rapid response system staffed by an administrator on call and staff members who can respond in person. Situations where the crisis response system will be utilized include runaway incidents, medical emergencies, behavior escalation, police involvement, and any other behaviors or incidents that may jeopardize a youth's placement. In addition, the administrator on call will be available to offer guidance, support and assistance in handling a difficult situation.

7. Coordinate with County agency staff, the courts, community members, families and schools

Wraparound Teams are comprised of formal, informal, and natural supports across all Children's System of Care partners who work together to develop, implement, and monitor individualized service plans that meet the unique needs of the youth and family.

The Coordinator will maintain close communication and coordination with County agency staff, staff with other involved service provider agencies, and school district personnel. The Coordinator will make regular check-in calls to the County agency staff person regarding case management tasks, the client's behavior and progress, and efforts to access resources for the client and family. Immediate calls will be made to the HSA worker or other County agency staff whenever there is a runaway incident, hospitalization or other medical emergency, mental health crisis, police involvement, or any other situation that requires the Coordinator to complete an Incident Report. The assigned Protective Service Worker or Probation Officer shall attend CFT meetings, review the shared Wraparound Care Plans/Action Plans, and communicate directly with Wraparound Team members for any updates they need to incorporate into their reports for court.

If a disagreement regarding a case arises between Wraparound Team members, the Coordinator will seek to resolve the situation in a non-argumentative fashion, emphasizing the sharing of views for the purpose of achieving a compromise and modeling appropriate dispute resolution techniques for youth (except in legal, placement or other matters under the County agency's jurisdiction in which the County agency staff person will always have the final say). If a resolution cannot be found between the Coordinator and the County agency staff person, the matter should be referred to their supervisors, and then if necessary to program managers in both agencies. Final resolution of a disagreement would rest with the HSA, JPD, or other County Director and the contractor's leadership.

Coordination with family and community members, school district and other service provider staff will occur through the CFT meeting process, as well as through case management activities conducted by the Coordinator and/or Family Support Counselor (or multiple support counselors when needed).

8. Develop, coordinate, and provide formal and informal support and services (home-based & community-based, provided by professionals & non-professionals)

Wraparound staff will provide enrolled youth and families with a wide range of formal services, including but not limited to: assessment - including completing and updating the CANS; treatment planning; safety planning; case management; individual and family therapy; psychiatry - including psychotropic medication management; individual rehabilitation; therapeutic behavioral services; plan development; and collateral and crisis intervention services. Service delivery will occur in home, school and other community settings.

9. Develop, implement and monitor individualized services plan (Plan of Care)

The Coordinator will work with the Wraparound Team to create the Plan of Care that is based on the prioritized needs, goals, and strategies of the youth and family. This is accomplished via a high-quality team process across all Children's System of Care partners and is informed by the youth's CANS and is complimentary to the County agency's case plan and the youth's Transitional Independent Living Plan (TILP) when appropriate.

The Coordinator leads the team to ensure:

- a. The plan includes a youth and family strengths inventory.
- b. The plan is in alignment with the family vision (why are we here" while reflecting the family's sense of where they want to be in the future) and team mission (captures the

Wraparound Team's direction and focus to support the family's vision).

- c. The plan addresses needs across multiple life domains and Children's System of Care partners as identified and prioritized by the Wraparound Team.
- d. Strategies and action items are documented and include who is responsible for each strategy/action item. Strategies are culturally relevant and include a blend of formal services and informal community and family resources, with greater reliance on informal and natural support people over time.

The Wraparound Team will continually review the plan; assess the progress and effectiveness of strategies; update the plan as needed to reflect successes; meet new needs; or adjust strategies and assign new action items.

All team members take ownership over their assigned tasks and collaborate to meet the youth's and family's needs. The Wraparound Team members may make follow-up calls to other Wraparound Team members to monitor completion of their assigned action steps designed to address the needs prioritized by the Wraparound Team.

10. Facilitate placement in the least restrictive care setting in conjunction with HSA, JPD and Community Behavioral Health Services

Upon enrollment, the SFWC will assess prospects for reunification with birth family members or other kin, supported by services and resources available through the Wraparound process. For a client who has no identified family upon enrollment, SFWC staff will engage in Family Finding efforts designed to reconnect the young person with lost relatives who can provide ongoing support and guidance, as well as, in some cases, a more permanent family home. In those cases where reunification with family or kin is not a viable option, then SFWC staff, in collaboration with County agency staff and other Wraparound Team members, will work to develop a supported foster family or adoptive placement that will enable the client to grow up and flourish in a family setting.

11. Facilitate extensive community resource development

The Coordinator and Family Support Counselor will conduct an in-depth and thorough assessment of their unmet needs, in collaboration with other members of the Wraparound Team. This needs assessment will drive a creative process of community resource finding and linkages, which will include access to services and supports available through the SF Wraparound Collaborative, as well as informal resources identified or developed by members of the Wraparound Team.

B. Programmatic and Fiscal Monitoring of Subcontractors

Meet regularly with County Agency staff to ensure the partnerships necessary for the success of the Wraparound project. Contractor shall meet with each subcontractor individually at least monthly. Additionally, the Contractor, Subcontractor and Agency will meet together at least quarterly. The goal of these meetings is to enhance and maintain communication and collaboration between the agencies, monitor contract spending and performance, and to address any program, budget or fiscal concerns.

SFWC and other Contractor administrative staff will participate in weekly MAST meetings, and the Executive Oversight Team when requested, in order to ensure the partnerships and systems-level collaboration necessary for successful implementation of the Wraparound Collaborative. Subcontractors will be included in designated oversight and executive meetings to ensure coordination and communication of all parties. As described above, County Agency staff will be encouraged to participate in Wraparound Team meetings, as well as receive regular check-in calls from SFWC Coordinators regarding the progress of any youth on their caseloads.

Instances of inappropriate conduct among subcontractor staff are to be investigated by the Contractor, and subsequently reported to County Agency staff. Contractor will inform County Agency staff of any significant issues with subcontractor Wraparound implementation, including documentation, and report back regularly on any necessary remediation or action plan to address concerns.

C. Evaluation

The goals of evaluation are to summarize the activities and services in which enrolled youth and families participated, highlight clinical and placement outcomes for youth that were discharged from the program, and inform continuous quality improvement efforts. Please see section VI (Service Objectives), section VII (Outcome Objectives), and section X (Reporting Requirements) for details on reporting requirements. Contractor and the county will work together as needed to refine the requested measures to ensure important elements of service participation and client outcomes are included.

D. Reinvestment/Contingency Fund

Any surplus generated in the SFWC program must be reinvested to provide additional services to children and families in the current year, or carried forward to future years for the same purpose. Reinvestment services must be for the purpose of improving care and support for youth and families in care. Recommendations for reinvestment will be reviewed

and approved by the public partners of the interagency Executive Oversight Team.

E. Family First Prevention Services Act (FFPSA)

As amended by the Family First Prevention Services Act (FFPSA), Section 672(k)(4)(F) of Title 42 of the United States Code, requires six months of aftercare services to be provided to youth exiting Qualified Residential Treatment Programs (QRTPs). California operationalized FFPSA's mandate in [Welfare Institutions \(WIC\) Code 4096.6](#), which states that by October 1, 2021, each county child welfare agency, probation department, and mental health plan will jointly provide, arrange for, or ensure the provision of the six months of aftercare services for youth and nonminor dependents transitioning from a Short-Term Residential Therapeutic Program (STRTP) to a family-based setting. Aftercare support in California will, by October 1, 2022, utilize California's High-Fidelity Wraparound model. By leveraging Wraparound to provide these services, aftercare services must be informed by the ten Wraparound Principles and the Wraparound Standards, published and outlined in [ACIN I-52-15](#), supporting each child's permanency plan.

V. Location and Time of Services

Program offices are located at:
2513 24th Street
San Francisco, CA 94110
415-206-6346

Program office hours are from 9 AM to 5 PM, Monday through Friday.

Locations and times of service delivery will be flexible. Services will be provided in the youth's home and community settings at times that are convenient and responsive to the needs of enrolled youth and families. On-call crisis support will be provided on a 24/7 basis.

VI. Service Objectives

- A. Contractor will maintain 75 slots with the ability to flex up to 90 slots when mutually agreed upon. The Contractor will maintain an average length of enrollment of approximately 12 months' duration, and continue to accept youth into the program as youth and their families exit from services. Enrollments lasting longer than 18 months must be reviewed and re-approved by MAST. Together with HSA, Contractor will plan to maintain as many clients as possible in family-based service settings.
- B. Contractor will accept and enroll 100% of the youth approved by MAST to receive Wraparound.
- C. Youth will be enrolled within 30 days of MAST approval. Youth may be placed on a pending assignment list when there is an excess of 75 slots filled.

VII. Outcome Objectives and Measures

For all outcome measures, Contractor will report using an ‘entry cohort’ methodology, meaning outcomes will be stratified based on the fiscal year in which the client first entered the program. Contractor will also stratify each outcome measure on subcontractor and waiver status.

Child welfare outcome measures will be calculated using CWS/CMS administrative data. The Contractor will provide the name, date of birth, and the social security number of clients enrolled in the Wraparound program, and the Agency will send the Contractor relevant CWS/CMS data for these clients. All transfer of client data shall be by secure email.

A. Increased Youth Safety

- a. Count and percent of youth with a substantiated allegation during or in the year following wraparound discharge

B. Increased Permanency

- a. Among children who had never entered foster care at time of wraparound enrollment, count and percent of youth who entered foster care during or in the year following wraparound discharge.
- b. Among children who were in foster care at time of wraparound enrollment, count and percent of youth who exit to permanency during or in the year following wraparound discharge (reunification, adoption, guardianship).
- c. Among children who had a previous foster care episode but were not currently in foster care at time of wraparound enrollment, count and percent of youth who reenter foster during or in the year following wraparound discharge.

C. Placement Stability/Placements in Least Restrictive Settings

- a. Placement moves per 1,000 days in foster care during and in the year following wraparound discharge.
- b. Total amount of placement changes during and in the year following wraparound discharge, and the proportion of placement moves that were ‘step ups’, ‘lateral’, and ‘step downs’.

D. Improved Mental Health outcomes

- a. Count and percentage of youth who move from actionable to not actionable from intake to discharge on each item of the CANS.

E. Other information the contractor believes demonstrates improvements in child and family well-being. Potential examples include:

- a. Reasons for discharge, and percentage of youth that have at least 1

positive reason for discharge.

- b. Percentage of youth fully achieving and partially achieving their treatment goals.
- c. Client vignette that demonstrates the positive experience a client had with the Wraparound program.

F. Decreased recidivism for those enrolled children who have been or who are currently in the juvenile justice system.

VIII. Contractor Responsibilities

- A. Contractor employees are mandated reporters for suspected child abuse or neglect. Should a case require a referral back to FCS, the contractor will contact the FCS Hotline.
- B. Report all incidents of suspected child abuse and neglect as required by law.
- C. Report significant incidents including but not limited to mental health crises, incarcerations, and hospitalizations and work as necessary with SFHSA and Mental Health services to ensure appropriate assessment and intervention.
- D. Participate in monthly interagency meetings with partners where fiscal and programmatic issues are discussed and resolved for SF Wraparound Collaborative, HUB and CCCPP contracts. Partners include management from FCS, JPD, DPH and Contractor, Foster Care Eligibility, Contractor fiscal staff, HSA budget and contracts staff, and others with an interest in a particular subject. The goal of this monthly meeting is to enhance and maintain communication and collaboration between Contractor and FCS, monitor contract spending and performance, and to address any program, budget or fiscal concerns.
- E. Meet at regular intervals with interagency partners from HSA, JPD, DPH and subcontractors (as defined in Section IV.B).
- F. Ensure that the Wraparound Program operates in compliance with California Department of Social Services requirements as they are published.

IX. Agency Responsibilities

- A. Provide referrals, support and technical assistance as needed to support ongoing implementation.
- B. Provide the Contractor with relevant CWS/CMS data for referred and enrolled clients for reporting purposes, via secure email.
- C. County protective service workers and probation officers are expected to attend CFT meetings. In situations where this is not possible, the agency will send a designee and/or make every effort possible to notify the Wraparound Team with sufficient notice to allow for rescheduling of the meeting to occur.

- D. County caseworker will provide routine case management services in accordance with Division 31 of the California Department of Social Services Regulations and will maintain authority for court recommendations, placements, and other required documents such as case plans. Juvenile Probation Officers will provide routine case management services for juvenile justice involved youth and will maintain authority for court recommendations, placements, and other required documents such as case plans.

X. Reporting Requirements

Monthly Reporting Requirements

- A. Contractor will provide monthly spreadsheet reports detailing monthly enrollment, discharges, revenues, expenses, and surplus account balance.
- B. Contractor will provide a monthly dashboard report that demonstrates progress toward services objectives and outcomes objectives and measures, and includes tracking of referrals and enrollments.

Annual Reporting Requirements

- A. Contractor will provide an annual fiscal-year report by March 15 (if fiscal year ends June 30, 2026, report is due March 15, 2027), summarizing the contract activities and client outcomes detailed in sections VI - Service Objectives and Measures and VII - Outcome Objectives and Measures. Annual reporting will also include:
 - a. Referrals, Enrollments, and Demographics of Enrolled Clients
 - i. Amount of referrals received by referral agency and waiver status
 - ii. Total children enrolled during the fiscal year, stratified by those that were enrolled at the beginning of the year vs. new enrollments, subcontractor, and waiver status
 - iii. Days from referral to enrollment – mean, median and range (referral date is the MAST approval date)
 - iv. Demographics of enrolled clients, including gender, ethnicity and age
 - b. Duration of Enrollment
 - i. Median duration of enrollment
 - ii. Percent of youth who exit Wraparound within 18 months. Target is 90%
 - c. Service Participation
 - i. Amount of service hours provided, by type of service (mental health, case management, crisis management, and other types of service)
 - ii. Child and Family Team meetings completed per client, per month enrolled

- d. Report Security and Encryption
 - i. The annual report is for internal evaluation of the Wraparound program. It is not for external dissemination.
 - ii. Reports will be password protected. The password will be distributed by an agreed upon method.

- B. Demonstrate adherence to the Wraparound model, as defined, by the National Wraparound Institute and measured by the Wraparound Fidelity Index V4 evaluation tool. At its core, fidelity is defined as adherence to the four phases and ten principles of the Wraparound process. The California Wraparound Standards build upon this definition by further defining the program and practice elements that are necessary to achieving fidelity, which in-turn promotes the achievement of consistent positive outcomes for youth and families participating in Wraparound throughout California.

Wraparound Principles:

1. Family Voice and Choice
2. Strengths-Based
3. Individualized
4. Natural Supports
5. Community-Based
6. Culturally Respectful and Relevant
7. Team-Based

8. Collaboration
9. Outcomes-Based
10. Persistence

Wraparound Phases:

1. Engagement
2. Plan Development
3. Implementation
4. Transition

- C. Reports are to be submitted electronically via secure email to the following staff:

Farahnaz K. Farahmand, Ph.D., Director
 Department of Public Health
Farahnaz.Farahmand@sfdph.org

Derek Hom, Director of Probation Services
 Juvenile Probation Department
Derek.Hom@sfgov.org

Maria McKee, Director of Research and Planning
 Juvenile Probation Department
Maria.McKee@sfgov.org

Brian Baggaley, Program Manager
 Family & Children's Services
Brian.Baggaley@sfgov.org

Vanetta Dunlap, Program Support Analyst
 Family & Children's Services
Vanetta.Dunlap@sfgov.org

Elizabeth Leone, Principal Contracts Manager

Office of Contract Management, Human Services Agency
Elizabeth.Leone@sfgov.org

Justin Chan, Budget Analyst
Budget & Planning Unit, Family & Children's Services
Justin.Chan@sfgov.org

XI. Monitoring Requirements

- A. Program Monitoring: Program monitoring will include a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting service and outcome objectives, including efforts to increase culturally sensitive services. Monitoring to include subcontractor program documentation, as well as subcontractor oversight.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring, as requested, may include review of the Contractor's organizational budget, quarterly income statements, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals, and flexible fund expenditures. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM

Grantee/Contractor: Seneca Family of Agencies				Full Term:	7/1/2025 - 6/30/2029
Program: FCS Wraparound Services for Child Welfare Families 25-29				Effective Date:	
New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Revision <input type="checkbox"/> (Check One)				Modification #	
	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/2025 - 6/30/2029
Expenses	Original	Original	Original	Original	Total
Salaries & Benefits	\$1,833,689	\$1,833,689	\$1,833,689	\$1,833,689	\$7,334,756
Operating-Direct	\$274,415	\$274,415	\$274,415	\$274,415	\$1,097,660
Subtotal	\$2,108,104	\$2,108,104	\$2,108,104	\$2,108,104	\$8,432,416
Indirect Percentage (%)	16%	16%	16%	16%	16%
Indirect Costs (Line 16 X Line 15)	\$337,296	\$337,296	\$337,296	\$337,296	\$1,349,184
Consultant/Subcontractor (\$25,000+)	\$1,185,200	\$1,185,200	\$1,185,200	\$1,185,200	\$4,740,800
Direct Client Pass-Through					
Capital Expenses					
Total Expenses	\$3,630,600	\$3,630,600	\$3,630,600	\$3,630,600	\$14,522,400
HSA Revenues					
General Funds	\$2,105,748	\$2,105,748	\$2,105,748	\$2,105,748	\$8,422,992
State Funding	\$1,379,628	\$1,379,628	\$1,379,628	\$1,379,628	\$5,518,512
Federal Funds	\$145,224	\$145,224	\$145,224	\$145,224	\$580,896
Total HSA Revenues	\$3,630,600	\$3,630,600	\$3,630,600	\$3,630,600	\$14,522,400
Grantee/Contractor Revenues (incl. In-Kind)					
N/A					
Total Grantee/Contractor Revenues					
Total Revenues	\$3,630,600	\$3,630,600	\$3,630,600	\$3,630,600	\$14,522,400
Prepared by and Date: Leticia Galyean, 2/11/2025					
Telephone No. & Email: leticia_galyean@senecacenter.org; (510) 760-6858				HSA Budget Form (3/24)	

Salaries & Benefits Detail

	Agency Totals					HSA Program					7/1/25 - 6/30/26					Agency Totals					HSA Program					7/1/26 - 6/30/27					Agency Totals					HSA Program					7/1/27 - 6/30/28					Agency Totals					HSA Program					7/1/28 - 6/30/29					7/1/2025 - 6/30/2029				
	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Total																								
Chief Program Officer	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$255,949	0.03	67%	0.02	\$5,119	\$20,476																			
Regional Executive Director	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$203,228	0.30	50%	0.15	\$30,484	\$121,936																			
Program Director	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$175,150	1.00	55%	0.55	\$96,333	\$385,332																			
Clinical Director	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$150,017	0.30	50%	0.15	\$22,503	\$90,012																			
Clinical Supervisor	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$168,520	1.50	50%	0.75	\$126,390	\$505,560																			
Program Supervisor	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$117,474	1.00	50%	0.50	\$58,737	\$234,948																			
Clinician	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$91,591	8.00	50%	4.00	\$366,364	\$1,465,456																			
Case Manager	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$68,693	8.00	50%	4.00	\$274,772	\$1,099,088																			
Peer Support Specialist	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$61,842	4.00	50%	2.00	\$123,684	\$494,736																			
Program Assistant	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$85,805	1.00	100%	1.00	\$85,805	\$343,220																			
Financial Analyst	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$111,213	0.15	53%	0.08	\$8,897	\$35,588																			
Senior Administrative Assistant	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$78,617	0.15	47%	0.07	\$5,503	\$22,012																			
Data Analyst	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$124,586	0.50	100%	0.50	\$62,293	\$249,172																			
Facilities Manager	-	-	-	-	\$30,599	-	-	-	-	\$30,599	-	-	-	-	\$30,599	-	-	-	-	\$30,599	-	-	-	-	\$30,599	-	-	-	-	\$30,599	-	-	-	\$30,599	-	-	-	\$30,599	-	-	-	\$30,599	-	-	-	\$30,599	\$122,396																		
Administrator On Call	-	-	-	-	\$45,222	-	-	-	-	\$45,222	-	-	-	-	\$45,222	-	-	-	-	\$45,222	-	-	-	-	\$45,222	-	-	-	-	\$45,222	-	-	-	\$45,222	-	-	-	\$45,222	-	-	-	\$45,222	-	-	-	\$45,222	\$180,888																		
Crisis Response/Supplemental Allowance	-	-	-	-	\$112,604	-	-	-	-	\$112,604	-	-	-	-	\$112,604	-	-	-	-	\$112,604	-	-	-	-	\$112,604	-	-	-	-	\$112,604	-	-	-	\$112,604	-	-	-	\$112,604	-	-	-	\$112,604	-	-	-	\$112,604	\$450,416																		
TOTALS	\$2,583,135	26.97	7.72	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$2,583,135	26.97	772%	13.77	\$1,455,309	\$5,821,236																			
FRINGE BENEFIT RATE	26%					26%					26%					26%					26%					26%					26%					26%					26%					26%					26%														
EMPLOYEE FRINGE BENEFITS					\$378,380					\$378,380					\$378,380					\$378,380					\$378,380					\$378,380				\$378,380				\$378,380				\$378,380				\$378,380	\$1,513,520																		
TOTAL SALARIES & BENEFITS					\$1,833,689					\$1,833,689					\$1,833,689					\$1,833,689					\$1,833,689					\$1,833,689				\$1,833,689				\$1,833,689				\$1,833,689				\$1,833,689	\$7,334,756																		

HSA Budget Form (3/24)

Operating Expenses Detail

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/2025 - 6/30/2029 Total
Expenditure Category					
Rental of Property	\$44,976	\$44,976	\$44,976	\$44,976	\$179,904
Utilities(Elec, Water, Gas, Phone, Garbage)	\$18,432	\$18,432	\$18,432	\$18,432	\$73,728
Office Supplies, Postage	\$8,262	\$8,262	\$8,262	\$8,262	\$33,048
Building Maintenance Supplies and Repair	\$15,668	\$15,668	\$15,668	\$15,668	\$62,672
Printing and Reproduction					
Insurance					
Staff Training	\$8,881	\$8,881	\$8,881	\$8,881	\$35,524
Staff Travel-(Local & Out of Town)	\$72,000	\$72,000	\$72,000	\$72,000	\$288,000
Rental of Equipment	\$1,992	\$1,992	\$1,992	\$1,992	\$7,968
Consulting/Professional Services					
Language Services	\$10,820	\$10,820	\$10,820	\$10,820	\$43,280
Edgewood Subcontract	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Other					
Telephone	\$12,393	\$12,393	\$12,393	\$12,393	\$49,572
Staff Recruitment	\$4,131	\$4,131	\$4,131	\$4,131	\$16,524
Government Taxes	\$11,000	\$11,000	\$11,000	\$11,000	\$44,000
Expendable Equipment	\$6,000	\$6,000	\$6,000	\$6,000	\$24,000
Vehicle Expense	\$6,060	\$6,060	\$6,060	\$6,060	\$24,240
Child and Family Related	\$28,800	\$28,800	\$28,800	\$28,800	\$115,200
Total Operating Expense	\$274,415	\$274,415	\$274,415	\$274,415	\$1,097,660

Subcontractors-Pass Thru

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/2025 - 6/30/2029 Total
<u>Subcontractor</u>					
Edgewood Subcontract	\$1,185,200	\$1,185,200	\$1,185,200	\$1,185,200	\$4,740,800
<u>Total Subcontractor</u>	\$1,185,200	\$1,185,200	\$1,185,200	\$1,185,200	\$4,740,800
<u>Direct Client Pass-Through</u>					
N/A					
<u>Total Direct Client Pass-Through</u>					

Capital Expenses Detail

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/2025 - 6/30/2029 Total
<u>Equipment (any single item \$10k+)</u>					
N/A					
<u>Remodeling</u>					
N/A					
<u>Total Capital Expenditure</u> (Equipment and Remodeling Cost)					

Rate Categories	Proposed Rate	Units	Total Budget
Bay Area Foster Care	\$ 4,482	738	\$ 3,307,057
Out of Bay Area Foster Care *	NA NA		\$ 70,000
Bay Area STRTP Step Down Foster Care	\$ 4,482	23	\$ 101,547
HSA Standalone Cases	\$ 4,482	18	\$ 82,538
JPD Standalone Cases	\$ 4,482	15	\$ 69,458
Total Annual Budget		794	\$ 3,630,600

Justification for Proposed Rate Effective 7/1/2025:

Likely maximum client capacity of 75

Presumed occupancy rate of 88%, resulting in average of 66.20 clients served at any given time

$66.20 \times 12 = 794$ units billed annually

Rate may be revisited if/when average client capacity is sustained above 75

\$70,000 budgeted at cost to fund Out of Bay Area Foster Care clients

Budget Justification

This budget narrative describes the projected annual expenses for Seneca's proposed program to provide FCS Wraparound Services for Child Welfare Families. The included line item budget reflects the staffing, oversight, and operations necessary to implement highly-effective and responsive services. The budget draws from Seneca's experience providing these services in partnership with HSA since 2006, as well as similar Wraparound programs throughout the state.

Salary & Benefits Expenses: Salary costs for personnel positions are calculated as Annual Salary x Full-Time Equivalent (FTE), as reflected in the Salary & Budget tab. Proposed staffing is based on Seneca's experience as the lead Wraparound provider in San Francisco, and the anticipated implementation of High Fidelity Wraparound. The Salary & Benefits tab includes information for the full Wraparound program, which is funded through both SFHSA and SFDPH contracts, as well as the SFHSA funded proportion for each proposed staff. Salary costs include:

- **Chief Program Officer** who provides high-level programmatic and fiscal oversight for the program. Proposed FTE for leadership based on program size and staffing structure. Salary budgeted at \$255,949 x 0.02 FTE for HSA budget, totaling \$5,119 annually.
- **Regional Executive Director** who provides the program with executive level leadership and oversight and directs operations for the program. Proposed FTE for leadership based on program size and staffing structure. Salary budgeted at \$203,228 x 0.15 FTE for HSA budget, totaling \$30,484 annually.
- **Program Director** who oversees daily operations, communications, and regulatory compliance for the program. Proposed FTE for leadership based on program size and program's anticipated leadership needs. Salary budgeted at \$175,150 x 0.55 FTE for HSA budget, totaling \$96,333 annually.
- **Clinical Director** who provides clinical oversight for the program. Proposed FTE for leadership based on program size and staffing structure. Salary budgeted at \$150,017 x 0.15 FTE for HSA budget, totaling \$22,503 annually.
- **Clinical Supervisor** who is a master's-level, licensed clinical staff that provides supervision of clinicians. Proposed FTE based on supervisory ratio and proposed program staffing. Salary budgeted at \$168,520 x 0.75 FTE for HSA budget, totaling \$126,390 annually.
- **Program Supervisor** who provides supervision to case managers and peer support specialist staff. Proposed FTE based on supervisory ratio and proposed staffing. Salary budgeted at \$117,474 x 0.50 FTE for HSA budget, totaling \$58,737 annually.
- **Clinician** who is a master's-level clinical staff that provides direct services to Wraparound enrolled youth and their families. Proposed FTE based on anticipated program capacity of 60 youth at a time and caseloads of 6-8 youth per clinician for the full program. Salary budgeted at \$91,591 x 4.00 FTE for HSA budget, totaling \$366,364 annually.
- **Case Manager** who provides direct services to Wraparound enrolled youth and their families. Proposed FTE based on anticipated program capacity of 60 youth at a time and caseloads of 6-8 youth per case manager for the full program. Salary budgeted at \$68,693 x 4.00 FTE for HSA budget, totaling \$274,772 annually.
- **Peer Support Specialist** who has lived experience as a youth or caregiver of a youth involved with child-serving systems and provides direct services to Wraparound enrolled youth and their families. Proposed FTE based on anticipated program capacity of 60 youth at a time and caseloads of 15 youth per peer support specialist for the full program. Salary budgeted at \$61,842 x 2.00 FTE for HSA budget, totaling \$123,684 annually.
- **Nurse** who is responsible for triaging and coordinating psychiatry needs and appointments. Proposed FTE is based on historical program need. Salary costs are not included in the HSA budget for this position.
- **Nurse Manager** who oversees nursing supports and supervises nursing staff. Proposed FTE is based on historical program need. Salary costs are not included in the HSA budget for this position.
- **Quality Assurance Specialist** who maintains accurate charts and supports data reporting activities. Proposed FTE is based on program's structure and client capacity. Salary costs are not included in the HSA budget for this position.
- **Quality Assurance Manager** who supervises the Quality Assurance Specialist. Proposed FTE is based on program's structure and client capacity. Salary costs are not included in the HSA budget for this position.
- **Billing Specialist** who oversees billing of documented services. Proposed FTE is based on program's structure and client capacity. Salary costs are not included in the HSA budget for this position.
- **Billing Manager** who supervises the Billing Specialist. Proposed FTE is based on program's structure and client capacity. Salary costs are not included in the HSA budget for this position.
- **Program Assistant** who supports administrative operations for the program. Proposed FTE based on program's structure and historical need for administrative support. Salary budgeted at \$85,805 x 1.00 FTE for HSA budget, totaling \$85,805 annually.
- **Financial Analyst** who supports fiscal needs of the program, including fiscal budgeting, tracking, and reporting. Proposed FTE based on program's structure and size. Salary budgeted at \$111,213 x 0.08 FTE for HSA budget, totaling \$8,897 annually.
- **Senior Administrative Assistant** who assists executive leadership in matters of communication and organization. Proposed FTE based on program's structure and allocation of executive leadership. Salary budgeted at \$78,617 x 0.07 FTE for HSA budget, totaling \$5,503 annually.

- **Data Analyst** who oversees the collection, analysis, and reporting of program data. Proposed FTE based on program's historical data and reporting needs. Salary budgeted at \$124,586 x 0.50 FTE for HSA budget, totaling \$62,293 annually.
- **Facilities Manager** who is responsible for all facility upkeep and major maintenance projects necessary for the safe running of the program. Allocated FTE is variable, and expense is budgeted based on historical facilities manager costs for the program at \$30,599 annually.
- **Administrator On Call** who is a bachelor's or master's level staff who provides 24/7 risk assessment, safety planning, and supportive services by phone to families in need of immediate response, as part of the crisis response team. Allocated FTE is variable, and expense is budgeted based on historical Administrator On Call costs for the program at \$45,222 annually.
- **Crisis Response/Supplemental Allowance** includes the expense for on-call stipends and overtime supplemental allowance to allow for in-person crisis response for Wraparound youth and families. Budgeted based on historical costs to include daily stipends for two staff to be on-call daily, stipends for exempt staff that work beyond their scheduled hours to provide in-person crisis response, and overtime supplemental allowance for non-exempt staff averaging 8 hours of overtime per month for 12 months, totaling \$112,604 annually.

Benefits costs include mandated and discretionary benefits, which are computed monthly and charged directly to each program. Mandated benefits include employer share of FICA, unemployment taxes, and worker's compensation. Discretionary benefits include premiums for medical, dental, vision and chiropractic benefits, life insurance, paid time off accrual, pension plan contribution, and scholarship fund. Benefits costs comprise approximately 26% of total salary cost, totaling \$378,380 annually.

Operating Expenses: Operating expenses are budgeted based on agency experience and historical costs, and include:

- **Rental of Property** includes facilities expense (e.g. facility lease, interest, and/or depreciation) for the program's use of proposed agency regional site. Budgeted based on historical costs for the program's facilities at \$3,748 per month, totaling \$44,976 annually.
- **Utilities** includes the cost associated with gas, electricity, water, and garbage. Budgeted based on historical costs for the program's utilities usage at \$1,536 per month, totaling \$18,432 annually.
- **Office Supplies, Postage** expense includes the cost of small office supplies (e.g. pens, paper, postage) and other necessary program supplies, as well as subscription related fees such as membership dues, licensing costs, and other subscription-based services. Budgeted at \$50 per program FTE per month x 13.77 FTE x 12 months, totaling \$8,262 annually.
- **Building Maintenance Supplies and Repair** includes regular maintenance and repair of the program site. Budgeted based on historical costs for the program at \$1,305.70 per month, totaling \$15,668 annually.
- **Printing and Reproduction** expense is not included in the proposed program budget.
- **Insurance** expense is included in indirect costs.
- **Staff Training** includes costs associated with employee training, professional development, conference participation, and training/certification in evidence-based practices. Budgeted at \$1,000 per clinically qualified/credentialed staff x 4.75 FTE for clinical training stipends, and \$300 per program FTE x 13.77 FTE for other training expenses, totaling \$8,881 annually.
- **Staff Travel** includes travel costs and mileage reimbursement at the federally approved rate for program staff using personal vehicles for community-based service delivery. Budgeted at \$600 per direct service staff FTE per month x 10 FTE x 12 months, totaling \$72,000 annually.
- **Rental of Equipment** includes the cost of lease and maintenance on large agency equipment. Budgeted at \$166 per month, totaling \$1,992 annually.
- **Language Services** includes the cost for the program's use of contracted language services, including translation and interpretation services as needed to ensure accessibility of Wraparound services. Budgeted based on historical costs at 30 hours per month, totaling \$10,820 annually.
- **Edgewood Subcontract** includes the cost of Seneca's proposed subcontracting partnership with Edgewood, through which Edgewood will provide Wraparound services for up to 30 youth and their families at a time. Per RFP instructions, this line item is capped at \$25,000 of the proposed subcontract, and the remainder of the subcontracted funds are reflected on the Subcontracting tab.
- **Telephone** expense includes the cost to provide cell phones and monthly plans for program staff to provide effective communication and service deliver. Budgeted at \$75 per program staff per month x 13.77 FTE x 12 months, totaling \$12,393 annually.
- **Staff Recruitment** expense includes a proportional share of materials and supply costs associated with targeted staff recruitment strategies. Budgeted at \$300 per program FTE x 13.77 FTE, totaling \$4,131 annually.
- **Government Taxes** expense includes the cost for government taxes, budgeted based on historical costs at \$11,000 annually.
- **Expendable Equipment** includes the purchase of small equipment (e.g. laptop computers) for staff to facilitate service delivery. Budgeted at \$600 per direct service staff FTE x 10 FTE, totaling \$6,000 annually.
- **Vehicle Expense** includes the cost of operation and depreciation of agency-owned vehicles used by the program. Budgeted at \$505 per month, totaling \$6,060 annually.

- ***Child and Family Related*** expense includes the cost of treatment supplies, food, and flex funds to support youth and family needs, engagement in services, and progress toward treatment goals. Budgeted at \$40 per youth per month x 60 youth x 12 months, totaling \$28,800.

Subcontractors: Per RFP instructions, this budget tab includes the subcontract amount above \$25,000 for Seneca's proposed subcontract with Edgewood to provide Wraparound services for up to 30 youth and their families at a time. Edgewood's full subcontract for serving 30 Wraparound slots is proposed to be \$1,210,200 annually. With \$25,000 reflected as a subcontracted line in the Operating expenses tab, the additional \$1,185,200 is reflected on this Subcontractors tab. The proposed subcontract reflects the necessary expenses for Edgewood to provide the proposed services, including the necessary personnel and operational expenses to provide effective services, based on Edgewood's experience as an existing provider of Wraparound in San Francisco. Further information about Seneca's proposed subcontract with Edgewood can be found in Section 8: Plan for Joint Proposal with a Lead Agency and in the MOU included as an attachment in Seneca's proposal. Per information provided in the Q&A document for RFP 1159, this subcontractor information is included as a line on the Subcontractor tab. A line-item budget to detail Edgewood's proposed expenses through this subcontract is available upon request.

Capital Expenses: No capital expenses are included for the proposed program budget.

Cost Allocation Plan of Indirect Costs: Indirect costs consist of agency-wide services that benefit all Seneca programs, including statewide agency executive leadership, centralized agency departments, and non-payroll costs associated with the provision of agency-wide services. These costs are computed monthly and charged to each program according to the ratio of the program's total direct costs compared to the total direct program costs across the agency. Indirect costs are budgeted based on historical costs at approximately 16% of the program's direct costs, totaling \$337,296 annually. Please see Seneca's Cost Allocation Plan, included as an attachment to the program proposal.

Leveraging of Other Resources: No additional resources are reflected in this budget for FCS Wraparound Services for Child Welfare Families. However, Seneca's Wraparound program is structured to integrate behavioral health services and is dually funded by both SFHSA and SFDPH. As an experienced Wraparound provider, Seneca is able to adeptly leverage SFDPH funding to maximize resources and provide effective and efficient service delivery. If awarded, Seneca will continue to contract with SFDPH to leverage behavioral health funding to enhance the Wraparound program. In addition, as an in-kind contribution, the program will be able to leverage Seneca's regional resources outside of San Francisco when serving San Francisco youth who are placed in other nearby counties, such as using Seneca facilities in other counties as needed.

Cost Savings: In its San Francisco Wraparound program, Seneca has consistently been able to achieve cost savings and effectively reinvest them. By leveraging its contract with SFDPH to generate behavioral health revenue, Seneca is able to adeptly integrate this additional funding stream to reduce program costs for the HSA Wraparound budget. Seneca's robust infrastructure supports the program in providing services that are efficient and cost effective, and whenever possible generate Wraparound surplus when the cost of service delivery is less than the revenue generated by the program. Seneca reports all generated cost savings to HSA, and collaborates with the County on effective reinvestment of Wraparound surplus generated.

Appendix C – Method of Payment

- I. In accordance with Article 3 of the Contract Agreement, payments shall be made for the unit of service rate incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Article 3, Section 3.3 Compensation.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <https://sf.gov/get-paid-your-vendor-services>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the period of service, unless otherwise specified.
 - A. The contractor will submit a monthly invoice detailing **units of service** and amount charged. The contractor will maintain a record describing units of service and activities provided.
 - B. All charges incurred under this agreement shall be due and payable only after services have been rendered, and in no case in advance of such services.
 - C. Invoices from subcontractors (if any) for the period of service must be submitted regardless of dollar amount. If requested by SFHSA, supporting documentation must be uploaded into CARBON and submitted along with the invoice.
 - D. Contractor shall supply additional specific supporting documentation when requested by SFHSA. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.
- VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 30 calendar days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- VII. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of contract payments.

Appendix D – Interests In Other City Grants

**Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Grant	Amount of Grant
HSA: CCCPP	2024 – Current	\$8,014,036
HSA: East Bay Visitation Center	2017 – Current	\$2,150,736
HSA: HUB	2019 – Current	\$8,800,000
HSA: Resource Family Approval	2018 – Current	\$742,500
HSA: Secure Transportation	2018 – Current	\$200,000
HSA: Wraparound	2001 - Current	\$7,953,536
HSA: Visitation	2012 – Current	\$2,038,924
DPH: COMPASS	2018 - Current	\$4,726,951
DPH: Intensive Services Foster Care	1991 – Current	\$4,038,558
DPH: Mobile Response Team	2023 – Current	\$1,392,600
DPH: Short-Term Residential Therapeutic Program	2023 – Current	\$1,142,298
DPH: TAY FSP	2019 – Current	\$6,876,985
DPH: Outpatient (School Based)	2014 – Current	\$1,505,110
DPH: Outpatient (Community Based) – AIIM	2010 – Current	\$231,983
DPH: Outpatient (Community Based) – Dialectical Behavioral Therapy	2016 - Current	\$1,495,457
DPH: Wraparound	2001 – Current	\$9,990,000
Department on the Status of Women	2023 - Current	\$453,660
JPD: Multisystemic Therapy Services	2024 – Current	\$243,108

Appendix E – Permitted Subcontractors

Edgewood Center for Children and Families

Appendix F- Federal Award Information for Subrecipients

	E	F	G	H	I	J	K	L	M	N	O	P
	Service	Assistance Listing (CFDA)	Assistance Listing (CFDA) Program Title	Other Name, if any	Federal awarding agency	Known (and anticipated) Federal Prime Award Numbers and Award periods	Known Federal Award Date	Federal Award Project Description (from Pass-Through)	Pass-Through Agency (from Federal to CCSF), if applicable	Known (and anticipated) Pass-Through Award Identifying Information and Award periods	Federal award amount, Actual (and Anticipated) to CCSF*	Research & Development Award?
8												
10	Wraparound	93.659	Adoption Assistance Program - Title IV-E		Department of Health and Human Services - Administration for Children & Families	2001CAADPT 2101CAADPT 2201CAADPT 2301CAADPT	07/09/20 02/10/21 03/30/20 12/28/20 01/13/21 03/31/21 06/30/21 10/21/21 12/29/21 09/30/21 12/29/21 04/01/22 07/01/22 09/20/22 12/29/2022 06/28/23	This county administered, state supervised program provides funds to states to facilitate the timely placement of children whose special needs or circumstances would otherwise make them difficult to place with adoptive families. Additionally, funds are available for administrative costs to manage the program, train staff and adoptive parents, recruit adoptive parents, and other related expenses.	California Department of Social Services	N/A: Annual subvention funding Federal Awards Terms & Conditions by Year and CFDA are at: https://www.cdss.ca.gov/information/sources/letters-regulations/letters-and-notices/federal-funding-provisions	Anticipating estimated \$9,900,000 annually	No

Appendix G

Federal Requirements for Subrecipients: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

A. City means the City and County of San Francisco.

B. Subaward means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient

- i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
- ii. May determine client eligibility for the federal program
- iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

C. Third Party Subaward means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

D. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Contract
- ii. Does not determine client eligibility for the federal program
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.
- iv. See 2 CFR §200.330 for more guidance.

E. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

- A. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

III. Requirements for Pass-Through Entities (2 CFR §200.331)

- A. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement the Subrecipient shall include
 - i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge.
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward.
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or. If no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
 - v. Appropriate terms and conditions concerning closeout of the Subaward.
- B. For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement, the Subrecipient agrees to
 - i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (iii) of this section,
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions.
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements.

- iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements.
- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

IV. Procurement Compliance (2 CFR §200.318 through .326)

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following
- B. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.
- C. Providing full and open competition as per 2 CFR § 200.319
- D. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

V. Cost Principles Compliance (2 CFR §200 Subpart E)

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City. This includes but is not limited to compliance with the following
- B. §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the Subrecipient;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100% of compensated activities;

- iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
- v. Comply with the established accounting policies and practices of the Subrecipient;
- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii)).
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100% on the same Federal program, or equivalent documentation as supporting documentation.

VI. Equal Employment Opportunity Compliance *(applicable to all construction agreements awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c))*

Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VII. Davis-Bacon Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VIII. Copeland Anti-Kickback Act Compliance *(applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Subrecipient agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

IX. Contract Work Hours and Safety Standards *(applicable to all agreements awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

- A. Compliance:** Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests *(2 CFR §200 Appendix II(f) and 2 CFR §200.315)*

- A.** Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed

elsewhere in this agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).

- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

XI. Debarment and Suspension *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h))*

- A. Subrecipient represents and warrants that it is not
 - (1) Debarred nor suspended from federal financial assistance programs and activities
 - (2) Proposed for debarment
 - (3) Declared ineligible
 - (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.
- B. Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs as specified above. 2 CFR §180.220.
 - (1) Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and/or including such a clause in their contracts/agreements with the lower level entities. It is also required to check those entities’ status at the System for Award Management (SAM) at www.sam.gov under Search Records prior to awarding the funds and/or establishing the agreement and also on a regular, but at least annual, basis. To ensure accuracy of the verification, Subrecipient should use the lower level entity’s exact name and Unique Entity Identifier (UEI, formerly

known as Data Universal Numbering System number) or Social Security Number or Tax Identification Number (TIN) to perform the query. A copy of the query should be printed and kept on file in case of a review by county staff or funding agencies.

XII. Byrd Anti-Lobbying Certification *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93)*

A. Subrecipient hereby certifies, to the best of his or her knowledge and belief, that

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an 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 award or contract, the making of any Federal grant or contract, 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.
- ii. 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, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. Single Audit Requirements

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

Subrecipient shall, upon request of the Human Services Agency, submit a copy of the Single Audit within thirty (30) days after receipt of the Auditor's report, or nine (9) months after the

end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight federal agency.

XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.
- B.** Further, all provisions of each Federal Awarding Agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.
 - i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
 - ii. US Department of Housing and Urban Development: (no exceptions or additions)
 - iii. US Department of Education: (no exceptions).
 - iv. US Department of Agriculture: 2 CFR Part 400

XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude Requirements for Pass-Through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

Appendix H

Federal Requirements: Provisions for Subawards and Subcontracts of Department of Health & Human Services Administration for Children and Families Funds, and Matching Funds to those Federal Funds

- I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the “Drug-Free Workplace Act of 1988,” all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).
- II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).
- III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).
- IV. In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children’s services and that all sub grantees shall certify compliance accordingly.
- V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the

award term, go to: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

- VI. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
 - a. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - b. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - c. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.
- VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).

Appendix I – Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at

[https://www.sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03\(1\)_3adc.PDF](https://www.sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03(1)_3adc.PDF). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [https://www.sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03\(1\)_3adc.PDF](https://www.sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03(1)_3adc.PDF).

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix J: Data Sharing, Privacy, and Security

Seneca Family of Agencies

WRAP collaborative 25-29

July 1, 2025 – June 30, 2029

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Recitals

WHEREAS, the Parties wish to state the terms and conditions under which Department (“SFHSA”) will provide Seneca (“Data Recipient”) with access to City Data; and

WHEREAS, Data Recipient represents and warrants that it has a legitimate need to access City Data and will limit use of such information only to the extent minimally necessary to accomplish the intended purpose, as detailed in this Agreement, the Data Set Request documents, and/or Court Order, referenced herein; and

WHEREAS, until SFHSA and Data Recipient enter into a subsequent access agreement that supersedes this Agreement, Data Recipient and each Data User agrees to be bound by all of the terms and conditions set forth herein and further agrees that, for the purpose described above, the terms and conditions of this Agreement constitute the sole Agreement between the Parties regarding City Data Set sharing;

Now, **THEREFORE**, Data Recipient agrees to be bound by the following terms:

Article 1 Definitions

Terms used and not defined in this Appendix shall have the meanings assigned to such terms in the Agreement. The following definitions apply to this Appendix:

1.1. “**Breach**” means the unauthorized acquisition, access, use, or disclosure of City Data in a manner which compromises the security, confidentiality, or integrity of the information.

1.2. “**City Data**” means all data provided to Data Recipient under this Agreement, whether such data is individual or aggregated.

1.3. “**Data Recipient**” means Seneca Family of Agencies, 8945 Golf Links Road, Oakland, CA 94605, including but not limited to Data Recipient’s employees, agents, and approved subcontractor(s), if any, to whom the SFHSA provides City Data.

1.4. “**Data Set**” means Data in a file of any format provided by SFHSA to the Data Recipient, and described in the required Data Set Request.

1.5. “**Data Set Request**” means a request for a Data Set made to SFHSA IT by using the required form (attached hereto as **Attachment A**) and process.

1.6. “**Data User**” means each individual, including employees, supervised by Data Recipient that Data Recipient authorizes to use a City Data Set in accordance with this Agreement and for whom Data Recipient assumes full responsibility.

Article 2 City Data Sharing

2.1 Purpose.

SFHSA is a public welfare agency committed to the public good, which desires to understand and better serve the citizens of the City and County of San Francisco, California; and Seneca Family of

Services is a provider of treatment through wraparound services to child welfare involved youth and their families, with the goal of enhancing prevention, safety, permanency, and well-being, consistent with state and federal mandates consistent with California Welfare and Institutions Code sections 827(a)(1)(K), (Q) and 10850(b).

2.2 Data Ownership.

Data Recipient agrees that the Data provided through this Agreement is the sole property of City and will be used exclusively for the purposes described in this Agreement.

2.3 Legal Authority.

State law authorizes SFHSA to disclose records within a juvenile case file to persons or agencies providing treatment or supervision of a minor subject to the juvenile court's jurisdiction, and any other person who may be designated by court order of a juvenile court judge. (Welf. & Inst. Code § 827(a)(1)(K) and (Q).) On May 7, 2025, San Francisco Superior Court, Juvenile Division Judge Rodger Chan issued an order authorizing Data Recipient to receive SFHSA's confidential child welfare records for the purpose of providing wraparound services, through the San Francisco Wraparound Collaborative, to San Francisco child welfare involved families who are experiencing challenges. The order expires on June 30, 2029 and is attached hereto as **Attachment B**.

Further, SFHSA may disclose information from records regarding persons receiving public social services "for purposes directly connected with the administration of public social services or to notify a public social service recipient of their potential eligibility for other benefits and services not administered by the State Department of Social Services, including, but not limited to, education and access to critical public health services and poverty-alleviating benefits, as determined by the State Department of Social Services." (Welf. & Inst. Code § 10850(b).)

2.4 Data Sharing Limits.

This Agreement supersedes all pre-existing data access agreements, if any, for the intended purpose, including access and/or sharing not detailed in writing. SFHSA reserves the right to revoke, limit, or modify any and all Data Set Request(s) as deemed appropriate by SFHSA acting in its sole discretion. Data Recipient's access under this Agreement is strictly limited to access authorized under the associated Data Set Request(s).

2.5 As Is Data Sharing.

The City provides Data Recipient with shared City Data on an "as is" basis with no guarantee as to usefulness, uptime, or accessibility. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

2.6 Safeguards.

Data Recipient shall safeguard the confidentiality of all shared City Data at all times.

2.7 No Re-Disclosure or Reporting.

Data Recipient may not re-disclose City Data or otherwise prepare reports, summaries, or other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval, except as necessary for treatment, payment, or health care operations.

2.8 Subcontracting.

Data Recipient shall show that any and all subcontractors given access to City Data under this Agreement shall use current industry standard(s) with respect to City Data and the terms of this Agreement. If the City approves a subcontract, Data Recipient remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the material terms of this Appendix J. To the extent that any subcontractor would have access to shared City Data, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Data Recipient's access.

2.9 Liability.

Data Recipient shall comply with all applicable local, state, and federal laws regarding the transmission, storage and protection of all City Data. Data Recipient agrees that any failure of Data Recipient to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or Breach of City Data attributable to the actions of Data Recipient, Data Recipient shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. For clarity, Data Recipient, not the City, is responsible for the costs of breach remediation to the extent Data Recipient is responsible for impermissible use or Breach.

2.10 Disposition of Data.

Except as otherwise required by law, at the termination or expiration of this Agreement, or upon written request of the City, Data Recipient shall destroy copies (hardcopy and electronic), if any, of all data printed and/or downloaded under this Agreement and may be required to sign an attestation that all data in its possession was destroyed. Data Recipient shall ensure that such data has been destroyed in accordance with National Institute of Standards and Technology (NIST) guidance regarding media sanitization.

2.11 Access Requests.

Access to SFHSA Data requires submission and approval of a Data Set Request. Access to each Data Set requires a separate Data Set Request. Multiple Data Set Requests may be governed by this Agreement. All Data Set Requests submitted under this Agreement and approved by SFHSA are incorporated herein. Provisions of this Agreement specific to Data Set access apply when such access has been granted.

2.12 Data Description.

The City Data to be shared by SFHSA to Data Recipient is described in the Data Set Request(s) that are incorporated herein.

Article 3 Data Security

3.1 Security of PII.

3.1.1 Data Recipient is solely responsible for maintaining data security policies and procedures consistent with those of the City that will adequately safeguard all shared City Data. Upon request, Data Recipient will provide such security policies and procedures to the City.

3.1.2 Data Recipient shall maintain computers and other information systems and technology infrastructure that it uses for shared City Data in a secure manner.

3.1.3 The City acting at its sole discretion may audit Data Recipient and Data Recipient's Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Data Recipient's and/or Data User's access to City Data permanently or until the City determines that all irregularities have been satisfactorily cured. Data Recipient and each Data User understands that the City may create and review an audit trail for each Data User, including but not limited to, noting each Data User's ID(s), the information accessed, and/or the date accessed. Data Recipient and each Data User understands that any inappropriate access or use of information, as determined by the City, may result in the temporary and/or permanent termination of Data Recipient's or such Data User's access to the System(s). Data Recipient remains liable for all inappropriate access, misuse and/or breach of City data, whether in electronic or hard-copy form. Such examination will occur at a mutually acceptable time agreed upon by the parties in accordance with such laws and regulations, but no later than ten (10) business days after Data Recipient's receipt of the request.

3.1.4 In addition to all other remedies in this Agreement and in law for a Breach of City Data, failure to properly secure City Data may result in termination of access to such City Data.

3.2 Data Security and SFHSA Data.

3.2.1 The Data Recipient shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

3.2.2 For information disclosed in electronic form, Data Recipient agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer

Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

3.3 Data Privacy and Information Security Program.

Without limiting Data Recipient's obligation of confidentiality as further described herein, Data Recipient shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security, confidentiality, and integrity of City Data; (ii) protect against any anticipated threats or hazards to the security, confidentiality, or integrity of City Data; (iii) protect against unauthorized disclosure, access to, or use of City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Data Recipient's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of the Data Recipient's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

3.4 Notification of Legal Requests.

Data Recipient shall immediately notify City upon receipt of any legal requests related to City's Data under this Agreement, or which in any way might reasonably require access to City's Data, and in no event later than 48 hours after it receives the request. Data Recipient shall not respond to legal requests related to City without first notifying City. Data Recipient shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to Data Recipient, independent of where City Data is stored.

3.5 Minimum Use.

Access to City Data will be restricted to authorized personnel for the express purpose of performing duties in connection with the intended use of the Data under this Agreement. Data Recipient and its Data Users shall request and access City Data only to the minimum extent necessary to accomplish the intended use of the Data under this Agreement. Disclosures, if allowed by law and this Agreement, must disclose the minimum amount of data possible. All persons who have access to the Data will be advised of the confidentiality requirements detailed in this Agreement.

3.6 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, or desk. Locked offices are not considered secure unless they are inaccessible to staff who are not Data Users (including janitorial staff). Unattended means that information is not being observed by a Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes or other commercial modes of travel.

3.7 No Faxing/Mailing.

City Data may not be faxed or mailed.

3.8 Device Encryption.

All electronic files that contain City Data must be encrypted when stored on a device or media that is reasonably portable, including desktop and laptop workstations and removable or removed media (USB drives, CD/DVD, magnetic tape, etc., as well as hard drives that have been removed from a computer). Encryption must meet FIPS 140-2 security requirements for cryptographic modules. Decryption passwords must not be carried or stored along with the device containing the encrypted data.

3.9 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3.10 Notification of Compromised Password.

In the event that a password assigned to or created by a Data User and used to access City Data is compromised or disclosed to a person other than the Data User, Data Recipient shall upon learning of the compromised password immediately notify SFHSA at HSAPrivacyOffice@sfgov.org. Data Recipient is liable for any such misuse. Data Recipient's failure to monitor each Data User's ID and/or password use shall provide grounds for SFHSA to terminate and/or limit Data Recipient's access to SFHSA Data.

3.11 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

3.12 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

3.13 System Timeout.

All workstations, laptops and other systems that process and/or store City Data must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

3.14 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. Users must be directed to log off the system if they do not agree with these requirements.

3.15 Transmission encryption.

All data transmissions of City Data outside the Data Recipient's secure internal network must be encrypted using a current industry standard algorithm. This requirement may be satisfied either by utilizing encrypted transfer protocols such as Hypertext Transfer Protocol Secure ("HTTPS") or Secure Shell Protocol ("SSH"), or by encrypting data files prior to transfer. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

3.16 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3.17 Disaster Recovery.

The Data Recipient must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

3.18 International Transfers

City Data shall not be transferred, transmitted, or transported outside the borders or legal jurisdiction of the United States of America.

Article 4 Termination or Expiration

All Sections of this Appendix J shall survive termination or expiration of this Agreement:

Article 5 Data Breach

5.1 Data Breach Notification.

The Data Recipient shall notify the SFHSA immediately by email at HSAPrivacyOffice@sfgov.org upon the discovery of a breach. For purposes of this Section, breaches and security incidents shall be treated as discovered by Data Recipient as of the first day on which such breach or security incident is known to the Data Recipient, or, by exercising reasonable diligence would have been known to the Data Recipient. Data Recipient shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Data Recipient.

In the event that Data Recipient experiences a data breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of City Data, Data Recipient shall, as applicable:

5.1.1 Notify City immediately following discovery, but no later than forty-eight (48) hours, of such confirmation. Data Recipient's report shall identify:

- (a) the nature of the event, use or disclosure;
- (b) the information accessed, used or disclosed;
- (c) the person(s) who accessed, used and disclosed and/or received protected information (if known);
- (d) what Data Recipient has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (e) what corrective action Data Recipient has taken or will take to prevent future unauthorized access, use or disclosure.

5.1.2 Coordinate with the City in its breach response activities including without limitation:

- (a) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
- (b) Promptly (within 5 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Data Recipient responses to City inquiries;
- (c) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
- (d) Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
- (e) Make all reasonable efforts to assist and cooperate with the City in its Data Breach response efforts;
- (f) Ensure that knowledgeable Data Recipient staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Data Breach; and
- (g) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials as it relates to City's Data only, required to comply with applicable law or as otherwise required by City.

5.1.3 Perform or take any other actions required to comply with applicable law as a result of the occurrence;

5.1.4 Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Data Recipient will undertake to prevent a future occurrence.

5.1.5 Assist the City upon request and/or as directed in providing notice and/or monitoring to affected individuals, in compliance with applicable law.

5.1.6 If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Data Recipient is considered only a custodian and/or non-owner of the City Data, Data Recipient shall, at its sole expense, and at the sole election of City, either:

(a) make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Data Recipient shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

(b) cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

5.1.7 If notification to individuals is required, and regardless of whether Data Recipient is considered only a custodian and/or non-owner of the City Data, Data Recipient shall, at its sole expense, and at the sole election of City, either:

(a) electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

(b) cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

5.2 Breach Corrective Action.

Data Recipient shall take prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment and any action pertaining to a breach required by applicable federal and state laws.

5.3 Media Communications.

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Data Recipient to do so.

5.4 Disclosure Restrictions.

In the event of a Federal or other entity restriction placed upon the timing of Data Recipient's notification to City of a Data Breach or of loss of City Data, Data Recipient shall immediately disclose

such restriction to City and/or require that the entity that placed such restriction immediately notify City.

Article 6 Additional Confidentiality Documents

6.1 Court Orders.

Some City Data may be shared only by Court Order. Any required Court Orders, including the court order issued on May 7, 2025 and attached hereto as **Attachment B**, shall be considered a part of and incorporated into this Agreement, governed by all its terms.

6.2 Protected Health Information (PHI).

The parties acknowledge that for access to PHI and Data Sets subject to terms of Business Associate Agreements signed by SFHSA, SFHSA may require Data Recipient to sign a Business Associate Agreement requiring compliance with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”). Data Recipient, Data Users, all agents and employees of Data Recipient, and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of any and all PHI disclosed to Data Recipient by SFHSA in the performance of this Agreement. Data Recipient agrees that any failure of Data Recipient to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract.

Article 7 General Provisions

7.1 Modification of this Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except, as noted in Section 2.11 of this Appendix J, regarding Access Requests; and as noted in Article 11.5 of this Agreement, regarding modifications.

Attachment “A”



Data Set Sharing Request

Use this form to collect a description of data that an external agency is requesting from HSA. If you have questions, please email hsaprivacyoffice@sfgov.org.

ANSWERS MUST BE TRANSFERRED FOR APPROVAL INTO:

SERVICENOW > SPECIAL PROJECTS, REPORTS, & LARGE REQUESTS > DATA SHARING REQUEST.

PAPER AND ELECTRONIC VERSIONS OF THIS FORM ARE NOT VALID FOR APPROVAL OR DATA SHARING.

Requested for: HSA project manager / SPOC for this request	Vanetta Dunlap, FCS Program Support Analyst Brian Baggaley, FCS Program Manager		
HSA project manager / SPOC location	Department: FCS	Location: 170 Otis 5 th floor	
HSA project manager / SPOC contact info	Phone: 415-636-2322 (415) 308-5268	Email: brian.baggaley@sfgov.org vanetta.dunlap@sfgov.org	
Data Share Report name	Please use the naming convention "HSA_[data name or description]_for_[name of external dept. or org]_" EX: "FCS CWS CMS Data for Seneca Wraparound"		
Data source(s)	<input type="checkbox"/> ESSS Case Management (CALWIN/CALSAWS) <input type="checkbox"/> IHSS Case Management (CMIPS) <input checked="" type="checkbox"/> FCS Case Management (CWS/CMS) <input type="checkbox"/> APS Case Management (LEAPS) <input type="checkbox"/> CAAP Health Services (COSTS) <input type="checkbox"/> Task Management (iTasks) <input type="checkbox"/> Lobby Management (Q-Flow) <input type="checkbox"/> Work force Management (Monet) <input type="checkbox"/> Call Center (Avaya) <input type="checkbox"/> Call Recording (Monet) <input type="checkbox"/> Other (describe:)		
	Which data elements are sent by Seneca to FCS?		
	- Clients Served by Seneca		
	- Internal Seneca Client ID		
	- First Name		
	- Last Name		
	- DOB		
	- SSN		
Data attributes/elements	Which data element are sent by FCS to Seneca?		
	Element Name	Definition	Data Source



	Client ID Number	CWS/CMS Unique Client Identification Number	CWS/CMS
	Client First Name	Client First Name	CWS/CMS
	Client Last Name	Client Last Name	CWS/CMS
	Client DOB	Client Date of Birth	CWS/CMS
	Client SSN	Client Social Security Number	CWS/CMS
	Referral Received Date	Date Referral Received	CWS/CMS
	Allegation Type	Physical Abuse, General Neglect, Sexual Abuse, Substantial Risk, Emotional Abuse, Caretaker Absence/Incapacity, At Risk/Sibling Abused, Severe Neglect, Exploitation	CWS/CMS
	Allegation Finding	Unfounded, Substantiated, Inconclusive, Evaluated Out	CWS/CMS
	Spell Start Date	Date of Most Recent Case Opening	CWS/CMS
	Spell End Date	Date of Most Reason Case Closing	CWS/CMS
	SpellEndREason	Reason for Most Recent Case Closure	
	Placement Start Date	Date Most Recent Placement Started	CWS/CMS
	Placement End Date	Date Most Recent Placement Ended	CWS/CMS
	Placement Change Reason	Reason for Most Reason Placement Change	CWS/CMS
	Relationship Type	Relationship of Child to Caregiver	CWS/CMS
	PlaceHomeFacilityType	Type of Placement	CWS/CMS
Data owner	Joan Miller		
Business justification	Implement the Seneca Family Services Wraparound Collaborative contract.		
Data Recipient	Brian Newton brian_newton@senecacenter.org Cyntia Andres cyntia_andres@senecacenter.org Rezene Ahferom rezene_ahferom@senecacenter.org Jesh Harbaugh jesh_harbaugh@senecacenter.org Shane Wallin shane_wallin@senecacenter.org Lauren Crutsinger lauren_crutsinger@senecacenter.org Erica Kellenbach erica_kellenbach@senecacenter.org		
Data Share Report purpose	See P-600 contract for Seneca Family Services Wraparound Collaborative		
Sharing to a third party?	Yes		
	Edgewood is the subcontractor for Seneca for the provision of Wraparound Services in this contract.		



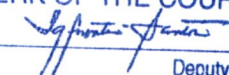
	<p>If Yes, use case(s) for the third party</p> <p>The subcontractor needs the same information in order to serve the clients.</p>
Delivery method	<p><i>How will the data be delivered?</i></p> <p><input type="checkbox"/> Direct access via a BI application</p> <p>XX Secure email</p> <p><input type="checkbox"/> Secure FTP</p> <p><input type="checkbox"/> Sharepoint</p> <p><input type="checkbox"/> HSA Box</p> <p>XX Other (describe:) Data is exchanged verbally</p>
Frequency of data transfer	<p><input type="checkbox"/> Once</p> <p><input type="checkbox"/> Hourly</p> <p><input type="checkbox"/> Daily</p> <p>XX Weekly</p> <p><input type="checkbox"/> Monthly</p> <p><input type="checkbox"/> Quarterly</p> <p>XX Other (describe:) As Needed</p>

Attachment “B”

FILED
San Francisco County Superior Court

MAY 07 2025

CLERK OF THE COURT

BY: 
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JUVENILE DIVISION

ORDER RE: SENECA FAMILY OF AGENCIES
ACCESS TO INFORMATION TO PROVIDE
WRAPAROUND SERVICES TO CHILD WELFARE
AND JUVENILE PROBATION CHILDREN AND
FAMILIES

W+I 827(a)(1)(k)

WHEREAS, the San Francisco Human Services Agency, Family and Children's Services Division ("**The Agency**") has requested an order allowing the Seneca Family of Agencies ("**Seneca**") to have access to confidential child welfare records for the purpose of providing wraparound services, through the San Francisco Wraparound Collaborative, to San Francisco child welfare involved families who are experiencing challenges.

THE COURT HEREBY FINDS that the **Agency** has a compelling need to provide access to confidential child welfare records – both hard copy and electronic records – to **Seneca** for the purpose of providing Wraparound services to child welfare involved youth and their families, with the goal of enhancing prevention, safety, permanency, and well-being, consistent with state and federal mandates.

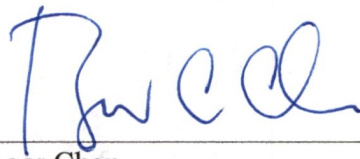
THE COURT HEREBY FINDS that the goal of the San Francisco Wraparound Collaborative is to successfully move target population children, youth and nonminor dependents into a family-based service setting, while improving placement stability as well as mental health and educational outcomes. The target population includes youth and their families involved with the child welfare system who have complex needs requiring intensive,

1 comprehensive, coordinated, highly individualized interventions and linkages to services to
2 ensure safety, permanency, and well-being.

3 IT IS HEREBY ORDERED that **Seneca** or any of its agents reviewing records or
4 accessing confidential information pursuant to this Order shall maintain the strict
5 confidentiality of such information and shall use the information only to the extent necessary
6 for the purpose set forth above. Under no circumstances shall the child welfare records or other
7 **Agency** client identifying information be disclosed or disseminated for any other purpose. All
8 information shared by the **Agency** for this purpose will only be used by **Seneca** or its agents
9 in a manner consistent with order.

10 IT IS FURTHER ORDERED that this order shall be retroactively effective to July 1,
11 2024, and shall expire on June 30, 2029, and shall be extended only by written authorization of
12 this court. Should the contract be renewed, the **Agency** shall seek to have this order renewed.

13 Date: 5/7/25

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15 Roger Chan
16 Judge of the Superior Court
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