

1 16600-16605, All County Letter (ACL) No. 01-20, ACL No. 03-12, ACL No. 14.12, and the Child
2 and Family Services Improvement and Innovation Act; and

3 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions
4 hereinafter set forth:

5 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2023, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Exhibit A to the Agreement between County of Orange and Friendly

Center Placentia Family Resource Center (FRC), for the Provision of Family Resource Center Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist

1 or be hereafter amended.

2 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
3 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
4 federal financial assistance programs and/or activities.

5 5.3 CONTRACTOR shall cooperate with the California Department of Social Services
6 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
7 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
8 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

9 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

10 6.1 Delegation and Assignment

11 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
12 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
13 written consent of COUNTY. Any attempted delegation or assignment without prior written
14 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
15 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
16 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
17 benefits under the terms of this Agreement requiring COUNTY approval.

18 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
19 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
20 for the provision of services under the Agreement.

21 6.2 Change of Ownership

22 CONTRACTOR agrees that if there is a change or transfer in ownership of
23 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
24 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
25 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
26 Agreement and complete them to the satisfaction of COUNTY.

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1 7. SUBCONTRACTS

2 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
3 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
4 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
5 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
6 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
7 ADMINISTRATOR may require.

8 7.1.1 Subcontracts of \$50,000 or less

9 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
10 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
11 by CONTRACTOR when the cumulative total cost of the services to be provided by any
12 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this
13 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of
14 providing services or the usual and customary charges established by the organization(s) providing
15 the services.

16 7.1.2 Subcontracts in excess of \$50,000

17 7.1.2.1 CONTRACTOR shall develop and submit for approval to
18 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
19 the total cumulative cost of services provided by any single organization is anticipated to exceed
20 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed
21 procurement system shall take into consideration such factors as: degree of price competition;
22 pricing policies and techniques; experience and quality of service; methods of evaluating
23 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,
24 award, and post-award management of subcontracts, including internal audit procedures and
25 monitoring of subcontractor's performance until completion of services.

26 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
27 proposed procurement system, CONTRACTOR shall comply with such procurement system in
28 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the

1 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written
2 consent prior to entering into a subcontract with any organization when the total cumulative cost
3 of services to be provided by that organization is anticipated to exceed fifty thousand dollars
4 (\$50,000) during the term of this Agreement.

5 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
6 maintain accurate and complete financial records related to services provided under the terms of
7 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
8 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
9 until any pending audit is completed.

10 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

11 8.1 Form of Business Organization

12 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and
13 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to
14 ADMINISTRATOR, containing, but not limited to, the following information:

15 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
16 partnership, corporation, etc.

17 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
18 of ownership or otherwise, to any parent organization or individual.

19 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
20 subsidiary business organization or to any individual who may be providing services, supplies,
21 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
22 under this Agreement.

23 8.2 Change in Form of Business Organization

24 If, during the term of this Agreement, the form of CONTRACTOR's business
25 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
26 between CONTRACTOR and other businesses that could impact services provided through this
27 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
28 changes. A change in the form of business organization may, at COUNTY's sole discretion, be

1 treated as an attempted assignment of rights or delegation of duties of this Agreement.

2 8.3 Name Change

3 CONTRACTOR must notify COUNTY, in writing, of any change in
4 CONTRACTOR's status with respect to name changes that do not require an assignment of the
5 Agreement. While CONTRACTOR is required to provide name change information without
6 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
7 status upon request by COUNTY.

8 9. NON-DISCRIMINATION

9 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
10 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
11 services or benefits, assignment of accommodations, treatment, evaluation, employment of
12 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital
14 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
15 status, or any other protected group, in accordance with the requirements of all applicable federal
16 or State laws.

17 9.2 CONTRACTOR shall furnish any and all information requested by
18 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
19 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
20 9 et seq.

21 9.3 Non-Discrimination in Employment

22 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
23 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
24 Department of Labor regulations (Title 41 CFR Part 60).

25 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
26 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
27 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
28 disability, medical condition, genetic information, marital status, sex, gender, gender identity,

gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Telephone: (800) 884-1684

(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with

WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
(PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
(*SSA Contractor and Vendor Compliance page*)

10. NOTICES

10.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: Friendly Center Placentia Family Resource Center
c/o Friendly Center, Inc.
P.O. Box 706
Orange, CA 92856

10.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant

1 information with respect thereto, to the other party.

2 12. INDEMNIFICATION

3 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
4 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
5 their elected and appointed officials, officers, employees, agents, and those special districts and
6 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
7 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
8 including, but not limited to, personal injury or property damage arising from or related to the
9 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
10 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
11 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
12 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
13 Neither party shall request a jury apportionment.

14 13. INSURANCE

15 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
16 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
17 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
18 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
19 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
20 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
21 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
22 CONTRACTOR.

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
24 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
25 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
26 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
27 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
28 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance

1 requirements to every subcontractor and to receive proof of insurance prior to allowing any
2 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
3 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
4 reasonable time.

5 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
6 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
7 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
8 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
9 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
10 provision(s) in the Agreement, agrees to all of the following:

11 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
12 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
13 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
14 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
15 same; and

16 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
17 irrespective of any duty to indemnify or hold harmless; and

18 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
19 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
20 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
21 insured.

22 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
23 term of this Agreement, COUNTY may terminate this Agreement.

24 13.5 Qualified Insurer

25 13.5.1 The policy or policies of insurance must be issued by an insurer with a
26 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
27 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
28 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business

in the state of California (California Admitted Carrier).

13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Friendly Center, Inc. (FC), City of Placentia (City), and Women's Transitional Living Center (WTLC)
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence	FC, City, WTLC
Workers' Compensation	Statutory	FC, City, WTLC
Employer's Liability Insurance	\$1,000,000 per occurrence	FC, City, WTLC
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate	FC
Sexual Misconduct Liability	\$1,000,000 per occurrence	FC, City, WTLC

13.8 Required Coverage Forms

13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.9 Required Endorsements

13.9.1 Commercial General Liability policy shall contain the following

endorsements, which shall accompany the Certificate of Insurance:

13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

13.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of this Agreement.

13.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.

1 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
2 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
3 award may be made to the next qualified proponent.

4 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
5 decrease insurance of any of the above insurance types throughout the term of this Agreement.
6 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
7 appropriate to adequately protect COUNTY.

8 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
9 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
10 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
11 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
12 COUNTY shall be entitled to all legal remedies.

13 13.19 The procuring of such required policy or policies of insurance shall not be construed
14 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
15 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
16 available from the insurer.

17 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

18 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
19 occurrence, the following:

20 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
21 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
22 under this Agreement. While CONTRACTOR is required to provide this information without
23 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
24 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

25 14.2 Any accident or incident relating to services performed under this Agreement that
26 involves injury or property damage which may result in the filing of a claim or lawsuit against
27 CONTRACTOR and/or COUNTY.

28 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or

1 relating to services performed by CONTRACTOR under this Agreement.

2 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

3 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
4 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
5 Agreement.

6 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
7 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
8 of service location or jurisdiction.

9 15. CONFLICT OF INTEREST

10 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
11 or conditions that could result in a conflict with COUNTY interests. In addition to the
12 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
13 subcontractors associated with the provision of goods and services provided under this Agreement.
14 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
15 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
16 entertainment, payments, loans, or other considerations which could be deemed to influence or
17 appear to influence COUNTY staff or elected officers in the performance of their duties.

18 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
19 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
20 Agreement performance. While CONTRACTOR will be required to provide this information
21 without prompting from COUNTY any time there is a change regarding conflict of interest,
22 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

23 16. ANTI-PROSELYTISM PROVISION

24 No funds provided directly to institutions or organizations to provide services and
25 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be
26 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by
27 law.

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1 17. SUPPLANTING GOVERNMENT FUNDS

2 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the
3 purposes of this Agreement with any funds made available under this Agreement.
4 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
5 COUNTY with respect to, that portion of its obligations which have been paid by another source
6 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
7 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,
8 State, or COUNTY funds under any federal, State, or COUNTY program without prior written
9 approval of ADMINISTRATOR.

10 18. EQUIPMENT

11 18.1 All items purchased with funds provided under this Agreement, or which are
12 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
13 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
14 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
15 Equipment is limited to the performance of this Agreement. Upon the termination of this
16 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
17 COUNTY or its representatives, or dispose of them in accordance with the directions of
18 ADMINISTRATOR.

19 CONTRACTOR further agrees to the following:

20 18.1.1 To maintain all items of Capital Equipment in good working order and
21 condition, normal wear and tear excepted.

22 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
23 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
24 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
25 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

26 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
27 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
28 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

18.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Agreement.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

19.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;

1 and/or

2 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

4 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
5 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

6 20. DESIGNATED LEAD AGENCY

7 20.1 Each of the Contractor Partner Agencies agrees that the Friendly Center, Inc. (FC)
8 shall serve as the designated lead agent on behalf of the CONTRACTOR, with authority to present
9 claims to COUNTY on behalf of each of the Contractor Partner Agencies for services delivered
10 by each of them pursuant to this Agreement. As designated lead agent, FC shall receive the claims
11 from each of the other Contractor Partner Agencies on a monthly basis and shall submit these
12 claims, along with its own monthly claim, pursuant to Paragraph 21 herein. Claims submitted to
13 COUNTY by the designated lead agent shall clearly identify the services that were performed by
14 Contractor Partner Agencies. Any and all payments to be made by COUNTY pursuant to this
15 Agreement shall be made payable to the designated lead agent. The designated lead agent shall
16 thereafter disburse payment as appropriate to the Contractor Partner Agencies. Each of the
17 Contractor Partner Agencies agrees that COUNTY's disbursement of payment to the designated
18 lead agent shall satisfy COUNTY's payment obligation under this Agreement.

19 20.2 As the designated lead agent, FC shall also be responsible for activities that include
20 but are not limited to the following:

21 20.2.1 Oversight of FRC services;

22 20.2.2 Employment and supervision of the FRC Coordinator;

23 20.2.3 Employment and/or oversight of the Information and Referral Specialist;

24 20.2.4 Employment and/or oversight of the Community Engagement Coordinator;

25 20.2.5 Establishing and facilitating a monthly FRC meeting with Contractor
26 Partner Agencies and ensuring meetings minutes are documented;

27 20.2.6 Coordinating weekly Case Management Team (CMT) meetings;

28 20.2.7 Collecting and maintaining all invoice documentation;

20.2.8 Overseeing the collection, maintenance, and management of all FRC data, including outcome measurements;

20.2.9 Maintaining the integrity of the Families and Communities Together (FaCT) database and other reports, as necessary;

20.2.10 Generating monthly reports (i.e., Service Grids) and other reports as requested, in accordance with Paragraph 37 of this Agreement and Paragraph 9 of Exhibit A for submission to COUNTY;

20.2.11 Overseeing and submitting to the COUNTY budget/contract modification requests on behalf of the FRC;

20.2.12 Reimbursing FaCT-funded Contractor Partner Agencies for FaCT-funded services rendered prior to invoicing COUNTY;

20.2.13 Producing, distributing, and maintaining a current, monthly FaCT FRC event/activity calendar as directed by ADMINISTRATOR;

20.2.14 Coordinating FRC sustainability efforts referenced in Paragraph 12 of Exhibit A;

20.2.15 Ensuring FaCT funded partner organization(s) and/or subcontractor(s) are current on required documentation (e.g., insurance certificates, copies of resumes/applications, independent audits);

20.2.16 Ensuring all non-FaCT funded partner agency(ies) have a current agreement with the FRC and provide copies of agreements to COUNTY upon request;

20.2.17 Facilitating collaborative activities, services, and programs to ensure effective service delivery;

20.2.18 Submitting Special Incident Reports to the COUNTY; and

20.2.19 Attending required FaCT meetings and mandatory trainings.

21. PAYMENTS

21.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,050,000, or actual allowable costs, whichever is less. The estimated annual amount

for each twelve (12) month period is as follows:

21.1.1 Year One: \$350,000 for July 1, 2020 through June 30, 2021;

21.1.2 Year Two: \$350,000 for July 1, 2021 through June 30, 2022; and

21.1.3 Year Three: \$350,000 for July 1, 2022 through June 30, 2023.

21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2021, during the month of such anticipated expenditure.

21.3 Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 26 of this Agreement.

21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

1 21.3.4 Year-End and Final Claims

2 21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY
3 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
4 Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims
5 received after August 30th of each corresponding COUNTY fiscal year may, at
6 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
7 date upon which the final claim per each COUNTY fiscal year must be received, upon written
8 notice to CONTRACTOR.

9 21.3.4.2 The basis for final settlement shall be the actual allowable costs
10 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
11 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
12 any overpayment has been made, COUNTY may offset the amount of the overpayment against
13 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
14 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
15 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
16 been made.

17 22. OVERPAYMENTS

18 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
19 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
20 any applicable regulations and/or policies in effect during the term of this Agreement, or as
21 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
22 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
23 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
24 within thirty (30) days after the date of the final audit findings report and prior to any
25 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
26 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
27 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
28 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this

Paragraph.

23. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and during the term of this Agreement.

24. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Agreement, which shall summarize the activities and services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

25. INDEPENDENT AUDIT

25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for

ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

26.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

26.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

26.2 Client Records

26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2 of this Agreement.

26.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be

1 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
2 overpayment within the provisions of this Agreement.

3 26.3 Public Records

4 To the extent permissible under the law, all records, including, but not limited to,
5 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
6 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

7 26.4 Inspections and Audits

8 26.4.1 The U.S. Department of Health and Human Services, Comptroller General
9 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
10 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
11 have access to any books, documents, papers, and records, including medical records, of
12 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
13 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
14 the work performed or being performed under this Agreement and the premises in which it is being
15 performed.

16 26.4.2 CONTRACTOR shall make its books and records available within the
17 borders of Orange County within ten (10) days of receipt of written demand by
18 ADMINISTRATOR.

19 26.4.3 In the event CONTRACTOR does not make available its books and
20 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
21 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
22 obtain CONTRACTOR's books and records.

23 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
24 liability to the State or Federal Government or any agency thereof resulting from any
25 disallowances or other audit exceptions to the extent that such liability is attributable to
26 CONTRACTOR's failure to perform under this Agreement.

27 26.5 Evaluation Studies

28 CONTRACTOR shall participate, as requested by COUNTY, in research and/or

1 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's
2 services or provide information about CONTRACTOR's project.

3 27. PERSONNEL DISCLOSURE

4 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
5 through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A
6 (hereinafter referred to as "Personnel").

7 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
8 Personnel providing services hereunder, including résumés and job applications. Changes to the
9 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
10 and/or job application. The list shall include:

11 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are
12 required to provide the programs described herein;

13 27.2.2 A brief description of the functions of each position and the hours each
14 person works each week, or for part-time Personnel, each day or month, as appropriate;

15 27.2.3 The professional degree, if applicable, and experience required for each
16 position; and

17 27.2.4 The language skill, if applicable, for all Personnel.

18 27.3 Where authorized by law, and in a manner consistent with California Government
19 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
20 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
21 offenses. Information discovered subsequent to the hiring or promotion of any prospective
22 Personnel shall be cause for termination from the performance of services under this Agreement.

23 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
24 a clearance on the following public websites of the names and dates of birth for all Personnel who
25 will have direct, interactive contact with clients served through this Agreement: U.S. Department
26 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
27 Registry (www.meganslaw.ca.gov).

28 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

1 a criminal record background check on all Personnel who will have direct, interactive contact with
2 clients served through this Agreement. Background checks conducted through the California
3 Department of Justice shall include a check of the California Central Child Abuse Index, when
4 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
5 performance of services under this Agreement.

6 27.6 CONTRACTOR shall ensure that clearances and background checks described in
7 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
8 services under this Agreement.

9 27.7 In the event a record is revealed through the processes described in Subparagraphs
10 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
11 Personnel providing services through this Agreement.

12 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
13 provide services under this Agreement have satisfactory past work records and/or reference checks
14 indicating their ability to perform the required duties and accept the kind of responsibility
15 anticipated under this Agreement. CONTRACTOR shall maintain records of background
16 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
17 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
18 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
19 are completed, whichever is later, in compliance with all applicable laws.

20 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
21 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
22 Personnel performing services under this Agreement, when such information becomes known to
23 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
24 provide services under this Agreement and shall provide notice of such determination to
25 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
26 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

27 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
28 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

1 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
2 from the performance of services under this Agreement. At the request of COUNTY,
3 CONTRACTOR shall immediately replace said Personnel.

4 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
5 for cause from working on this Agreement.

6 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
7 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
8 terms and conditions of this Agreement.

9 28. EMPLOYMENT ELIGIBILITY VERIFICATION

10 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
11 statutes and regulations regarding the employment of aliens and others, and that all its employees
12 performing work under this Agreement meet the citizenship or alien status requirement set forth
13 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing
14 work hereunder, all verification and other documentation of employment eligibility status required
15 by federal or State statutes and regulations, including, but not limited to, the Immigration Reform
16 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
17 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
18 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
19 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
20 and employees from employer sanctions and any other liability which may be assessed against
21 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
22 State statutes or regulations pertaining to the eligibility for employment of any persons performing
23 work under this Agreement.

24 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

25 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
26 that all employees, agents, subcontractors, and all other individuals performing services under this
27 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
28 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of

1 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
2 agents, subcontractors, and all other individuals performing services under this Agreement to sign
3 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
4 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
5 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
6 they now exist or as they may hereafter be amended.

7 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
8 LAW

9 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely
10 Surrendered Baby Law, its implementation in Orange County, and where and how to safely
11 surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing
12 purposes. The information shall be posted in all reception areas where clients are served.

13 31. CONFIDENTIALITY

14 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
15 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
16 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
17 now exist or be hereafter amended.

18 31.2 All records and information concerning any and all persons referred to
19 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
20 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
21 individuals performing services under this Agreement. CONTRACTOR shall require all of its
22 employees, agents, subcontractors, and all other individuals performing services under this
23 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
24 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
25 of this Agreement.

26 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
27 other individuals performing services under this Agreement of this provision and that any person
28 violating the provisions of said California state law may be guilty of a crime.

1 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
2 to the confidentiality requirements of this Agreement.

3 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
4 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
5 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
6 hereafter be amended.

7 31.5.1 No access, disclosure, or release of information regarding a child who is the
8 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
9 in doubt, no such information shall be released without the written approval of a Judge of the
10 Juvenile Court.

11 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
12 before allowing any child to be interviewed, photographed, or recorded by any publication or
13 organization, or to appear on any radio, television, or internet broadcast or make any other public
14 appearance. Such approval shall be requested through child's Social Worker.

15 32. SECURITY

16 32.1 Security Requirements

17 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
18 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
19 confidentiality that currently exists or exists at any time during the term of this Agreement.
20 CONTRACTOR represents and warrants that it has implemented and will maintain during the
21 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
22 private and confidential client information, to protect against anticipated threats to the security or
23 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
24 use of COUNTY data. Such safeguards and controls shall include at a minimum:

25 32.1.1.1 Storage of confidential paper files that ensures records are
26 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

27 32.1.1.2 Control of access to physical and electronic records to ensure
28 COUNTY data is accessed only by individuals with a need to know for the delivery of contract

1 services.

2 32.1.1.3 Control to prevent unauthorized access and to prevent
3 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

4 32.1.1.4 Firewall protection.

5 32.1.1.5 Use of encryption methods of electronic COUNTY data while
6 in transit from CONTRACTOR networks to external networks, when applicable.

7 32.1.1.6 Measures to securely store all COUNTY data, including, but not
8 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
9 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
10 CONTRACTOR further represents and warrants that it has implemented and will maintain during
11 the term of this Agreement administrative, technical, and physical safeguards and controls
12 consistent with State and federal security requirements.

13 32.2 Security Breach Notification

14 32.2.1 CONTRACTOR shall have policies and procedures in place for the
15 effective management of Security Breaches, as defined below. In the event of any actual,
16 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
17 experiences or learns of that either compromises or could reasonably be expected to comprise
18 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
19 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
20 notification, CONTRACTOR shall, at its own expense, immediately:

21 32.2.1.1 Investigate to determine the nature and extent of the Security
22 Breach.

23 32.2.1.2 Contain the incident by taking necessary action, including, but
24 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
25 security.

26 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
27 COUNTY data used or disclosed, the person who made the unauthorized use or received the
28 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect

1 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
2 take to prevent future similar unauthorized use or disclosure.

3 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
4 determine what actions are necessary in response to the Security Breach and who will perform
5 these actions. Actions may include, but are not limited to: notifications; investigation and
6 remediation costs, including notification of all whose personal information was disclosed; outside
7 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
8 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
9 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
10 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
11 required actions.

12 33. COPYRIGHT ACCESS

13 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
14 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and
15 hereafter, all material developed under this Agreement, including those covered by copyright.

16 34. WAIVER

17 No delay or omission by either party hereto to exercise any right or power accruing upon
18 any noncompliance or default by the other party with respect to any of the terms of this Agreement
19 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of
20 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other
21 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,
22 condition, or agreement herein contained.

23 35. SERVICES DURING EMERGENCY AND/OR DISASTER

24 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
25 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
26 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
27 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
28 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as

described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, County Board of Supervisors, or State) and may be declared at the federal level by the President of the United States.

35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s); assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and prioritizing services for staff as requested by COUNTY.

35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

36.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

36.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

1 36.2.3.1 Any commercial product or service; and

2 36.2.3.2 Any product or service provided by CONTRACTOR, unless
3 approved in writing by ADMINISTRATOR; and

4 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
5 or other publicly available social media sites) to publish information related to this Agreement,
6 CONTRACTOR shall develop social media policies and procedures and have them available to
7 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
8 and Procedures as they pertain to any social media developed in support of the services described
9 within this Agreement. The policy is available on the Internet at
10 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

11 37. REPORTS

12 37.1 CONTRACTOR shall provide information deemed necessary by
13 ADMINISTRATOR to complete any State-required reports related to the services provided under
14 this Agreement.

15 37.2 CONTRACTOR shall maintain records and submit reports containing such data
16 and information regarding the performance of CONTRACTOR's services, costs, or other data
17 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
18 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
19 written notice to CONTRACTOR.

20 38. ENERGY EFFICIENCY STANDARDS

21 As applicable, CONTRACTOR shall comply with the mandatory standards and policies
22 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

23 39. ENVIRONMENTAL PROTECTION STANDARDS

24 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401
25 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and
26 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),
27 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR
28 assures that:

1 39.1 No facility to be utilized in the performance of the proposed grant has been listed
2 on the EPA List of Violating Facilities;

3 39.2 It will notify COUNTY prior to award of the receipt of any communication from
4 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
5 grant is under consideration to be listed on the EPA List of Violating Facilities; and

6 39.3 It will notify COUNTY and EPA about any known violation of the above laws and
7 regulations.

8 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
9 CERTAIN FEDERAL TRANSACTIONS

10 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
11 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
12 by the Office of Management and Budget (OMB) and published in the Federal Register dated
13 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
14 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
15 contain, and CONTRACTOR must certify compliance utilizing a form provided by
16 ADMINISTRATOR that cites the following:

17 40.1.1 The definitions and prohibitions contained in the clause at Federal
18 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
19 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
20 B of this certification.

21 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
22 knowledge and belief as of December 23, 1989, that

23 40.1.2.1 No federal appropriated funds have been paid or will be paid to
24 any person for influencing or attempting to influence an officer or employee of any agency, a
25 Member of Congress, an officer or employee of Congress, or an employee of a Member of
26 Congress on his or her behalf in connection with the awarding of any federal contract, the making
27 of any federal grant, the making of any federal loan, the entering into of any cooperative
28 agreement, and the extension, continuation, renewal, amendment, or modification of any federal

1 contract, grant, loan or cooperative agreement;

2 40.1.2.2 If any funds other than federal appropriated funds (including
3 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
4 person for influencing or attempting to influence an officer or employee of any agency, a Member
5 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
6 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
7 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
8 and

9 40.1.2.3 He or she will include the language of this certification in all
10 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
11 \$100,000 shall certify and disclose accordingly.

12 40.1.3 Submission of this certification and disclosure is a prerequisite for making
13 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
14 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
15 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
16 and not more than \$100,000, for each such failure.

17 41. POLITICAL ACTIVITY

18 CONTRACTOR agrees that the funds provided herein shall not be used to promote,
19 directly or indirectly, any political party, political candidate, or political activity, except as
20 permitted by law.

21 42. TERMINATION PROVISIONS

22 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
23 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
24 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
25 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
26 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
27 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
28 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless

1 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
2 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

3 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
4 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
5 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
6 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
7 parties. During the Transition Period, service and data access shall continue to be made available
8 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
9 transitioning all data in the format determined by COUNTY.

10 42.3 In the event of termination of this Agreement, cessation of business by
11 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
12 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
13 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
14 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
15 Agreement.

16 42.4 The obligations of COUNTY under this Agreement are contingent upon the
17 availability of federal and/or State funds, as applicable, for the reimbursement of
18 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
19 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
20 remains in effect or operation. In the event that such funding is terminated or reduced,
21 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
22 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
23 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
24 notification of such determination. CONTRACTOR shall immediately comply with
25 ADMINISTRATOR's decision.

26 42.5 If any term, covenant, condition, or provision of this Agreement or the application
27 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
28 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated

thereby.

43. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

44. SIGNATURE IN COUNTERPARTS

44.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

44.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: Cathy Seelig By: _____
CATHY SEELIG CHAIRWOMAN
PRESIDENT/CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
FRIENDLY CENTER, INC. COUNTY OF ORANGE, CALIFORNIA

Dated: 4/16/2020 Dated: _____

By: _____ By: _____
DAMIEN R. ARRULA MARK LEE
CITY ADMINISTRATOR CHIEF EXECUTIVE OFFICER
CITY OF PLACENTIA WOMEN'S TRANSITIONAL
LIVING CENTER, INC.

Dated: _____ Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

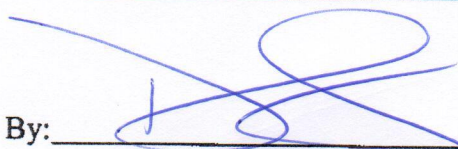
WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: _____
 CATHY SEELIG
 PRESIDENT/CHIEF EXECUTIVE OFFICER
 FRIENDLY CENTER, INC.

By: _____
 CHAIRWOMAN
 OF THE BOARD OF SUPERVISORS
 COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

By:  _____
 DAMIEN R. ARRULA
 CITY ADMINISTRATOR
 CITY OF PLACENTIA

By: _____
 MARK LEE
 CHIEF EXECUTIVE OFFICER
 WOMEN'S TRANSITIONAL
 LIVING CENTER, INC.

Dated: 4/22/20

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
 ATTEST:

 ROBIN STIELER
 Clerk of the Board
 Orange County, California

APPROVED AS TO FORM
 COUNTY COUNSEL
 COUNTY OF ORANGE, CALIFORNIA

By: _____
 DEPUTY

Dated: _____

WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: _____
CATHY SEELIG
PRESIDENT/CHIEF EXECUTIVE OFFICER
FRIENDLY CENTER, INC.

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

By: _____
DAMIEN R. ARRULA
CITY ADMINISTRATOR
CITY OF PLACENTIA

By:  _____
MARK LEE
CHIEF EXECUTIVE OFFICER
WOMEN'S TRANSITIONAL
LIVING CENTER, INC.

Dated: _____

Dated: 4/16/20

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: _____
CATHY SEELIG
PRESIDENT/CHIEF EXECUTIVE OFFICER
FRIENDLY CENTER, INC.

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

By: _____
DAMIEN R. ARRULA
CITY ADMINISTRATOR
CITY OF PLACENTIA

By: _____
MARK LEE
CHIEF EXECUTIVE OFFICER
WOMEN'S TRANSITIONAL
LIVING CENTER, INC.

Dated: _____

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn J. Frost
DEPUTY

Dated: 04/20/20

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FRIENDLY CENTER, INC.
AND
CITY OF PLACENTIA
AND
WOMEN'S TRANSITIONAL LIVING CENTER, INC.
FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Family Resource Center (FRC) services, as contained in Paragraph 5 of this Exhibit, to: birth, kinship, blended, adoptive, and Resource Families with children, ages birth to eighteen (0-18) years, who are at risk of or are experiencing child abuse and neglect; families who are living in poverty or suffering economic hardship, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved with and/or receiving child welfare services; non-minor dependents ages eighteen (18) to twenty-one (21) years old, who are being served by child welfare or probation agencies and who are under the jurisdiction of the Orange County Juvenile Court; homeless families, unaccompanied homeless youth, and those families at-risk of homelessness; military families; and persons with disabilities. The population to be served as defined in this Paragraph shall hereinafter be referred to as "PARTICIPANTS" or "FAMILIES."

1.2 CONTRACTOR shall provide FRC services primarily to those PARTICIPANTS residing in the city of Placentia and surrounding communities.

///

2. DEFINITIONS

2.1 Community Engagement Advisory Committee (CEAC): A partnership of multiple agencies and community members that strive to achieve positive outcomes for the populations they serve and build an interdependent system to address issues and opportunities. Collaboratives also share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve common goals.

2.2 Differential Response (DR): A concept that child safety is a responsibility shared by the family, community, and child welfare agencies. DR's primary goal is to engage a greater number of families in services within the community without bringing them into the child welfare system and reduce the recurrence of child maltreatment. DR services are indicated when reported allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA Children and Family Services (CFS) determines that with targeted services a family is likely to make needed changes to improve child safety.

2.3 Families and Communities Together (FaCT): A public-private partnership that supports FRCs and provides program development and administration, funding, and training. FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private donations.

2.4 Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly position will be providing services under an agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid under an agreement, regardless of the number of hours actually worked.

2.5 Military Families: A family unit consisting of active service members, reservists, veterans (regardless of discharge status) and their children, spouses, partners, and loved ones.

2.6 Provider: A funded or non-funded partner agency in partnership with the County that provides contracted services through a collaborative FRC agreement or an individual agency agreement.

2.7 Resource Family: The Resource Family is approved to provide care on a temporary (foster care) and/or permanent (adoption and legal guardianship) basis and includes all types of

caregivers in the child welfare and probation systems formerly known as foster parents, approved relatives or approved Non-Relative Extended Family Member.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, for a minimum of eight (8) hours and thirty (30) minutes per weekday. FRC shall remain open until at least 8:00 p.m. two (2) weekdays per week, and until at least 5:30 p.m. on the remaining three (3) weekdays. FRC may off-set regular hours in order to offer FaCT funded services on weekends for a minimum of four (4) hours. CONTRACTOR's holiday schedule shall not exceed the COUNTY's holiday schedule as established by the Orange County Board of Supervisors, as described in Subparagraph 3.2 below. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

4. FRC GENERAL REQUIREMENTS AND CHARACTERISTICS

During the entire term of this Agreement, the CONTRACTOR shall:

4.1 Maintain a family-friendly community facility that functions as a multi-service community-based site that offers a "one-stop shop" approach to comprehensive array of social and health services to families and provides a support system that builds on family and community strengths.

4.2 Offer multiple programs, including, but not limited to, the following core services:

1 a case management team, counseling, DR, family support services, parenting education, domestic
2 violence prevention and treatment (i.e. Personal Empowerment Program), and information and
3 referral services in support of achieving FaCT goals.

4 4.3 Be situated in a community-based location easily accessed by pedestrians, as well
5 as public and private transportation.

6 4.4 Offer free and accessible parking.

7 4.5 Promote the FaCT platform (e.g. FRC sites, services, and literature) at outreach
8 events where FaCT funded staff are utilized.

9 4.6 Display FaCT literature within FRC lobbies and in areas accessible to
10 PARTICIPANTS.

11 4.7 Involve local residents and stakeholders in planning, designing, implementing, and
12 evaluating activities at the FRC.

13 4.8 Maximize the use of volunteers to assist not only in service delivery, but also serve
14 as ambassadors in the community to promote community ownership and sustainability.

15 4.9 Leverage multiple funding streams to offer quality services to the community.

16 4.10 Operate as a collaborative that includes FaCT funded Contractor Partner Agencies
17 and a minimum of three (3) non-FaCT funded partner agencies who are providing onsite services
18 at the FRC. Roles and responsibilities of each partner shall be clearly defined for the entire term
19 of the Agreement.

20 4.11 Have each non-FaCT funded partner agency sign a memorandum of understanding
21 or agreement specifying their commitment to provide services throughout the term of this
22 Agreement.

23 4.12 Designate Friendly Center, Inc. to function as both the designated lead agency and
24 the program management lead agency. The fiscal and program management responsibilities shall
25 include those referenced in Paragraph 20 of this Agreement.

26 4.13 Provide bilingual direct service staff that are proportionate and responsive to the
27 language and cultural needs of the community they serve.

28 4.14 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network

Administrative Services provider, by attending required meetings, trainings, completing data entry into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT mission and vision.

4.15 Services shall be provided at the FRC, in-home, and/or in satellite sites such as schools and other community locations as mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support Services, Counseling, and Case Management Team services.

4.16 Ensure PARTICIPANTS complete FaCT required registration, consent, sign-in forms, and/or complete assessment tools referenced in Subparagraph 8.6 of this Exhibit, when receiving services requiring an assessment.

4.17 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC services.

4.18 Collaborate with COUNTY staff and COUNTY'S contracted DR services staff who provide services to SSA PARTICIPANTS.

5. SERVICES

Throughout this Exhibit, the Contractor Partner Agencies shall herein be referred to as: Friendly Center, Inc. (FC); City of Placentia (City); and Women's Transitional Living Center, Inc. (WTLC). The Contractor Partner Agency that shall provide the particular service listed in Subparagraphs 5.1 through 5.11 below shall be indicated by the reference to that particular Contractor Partner Agency. Where more than one Contractor Partner Agency is responsible for providing a service, or there is joint responsibility for providing the service, that responsibility will be outlined under the service category.

5.1 Case Management Team (FC)

5.1.1 The objectives of Case Management Team (CMT) services are as follows:

5.1.1.1 Increase collaboration among Contractor Partner Agencies by meeting on a weekly basis to effectively coordinate PARTICIPANT services;

5.1.1.2 Encourage family attendance and participation in determining their service needs;

5.1.1.3 Increase and facilitate resource linkages;

5.1.1.4 Improve individual and family functioning;

5.1.1.5 Decrease duplication of PARTICIPANT services; and

5.1.1.6 Foster the collaboration between the community, service providers, and FRCs to address the needs of children and families.

5.1.2 The CMT consists of an integrated multidisciplinary team, comprised of three (3) or more persons, trained and qualified to provide services. The CMT is responsible for identifying the educational, health, or social service needs of a child, and child's family, and for developing a plan to address these multiple needs as identified in Welfare and Institutions Code section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded representatives and subcontractors that would benefit the family.

5.1.3 FC and Contractor Partner Agencies shall jointly provide CMT services for a minimum of seventy-five (75) unduplicated FAMILIES annually. FRC CMT services include, but are not limited to: identifying the educational, health, or social service needs of a child and child's family; developing a plan to address these multiple needs; weekly reviews; team assessment; arranging and coordinating appropriate services; monitoring effectiveness of services; evaluating the outcome of services; and assigned clinician/intern, in conjunction with appropriate partners, will utilize clinical skills and knowledge of the community in order to access resources that are best suited to PARTICIPANT'S needs. FRC CMT services shall include, but are not limited to, the following components:

5.1.3.1 Assessment: The CMT Clinical Supervisor, based on input from the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and community resources available to PARTICIPANT.

5.1.3.2 Individual Treatment Plan: On the basis of the assessment in Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in attaining the outcomes; follow up; and termination.

5.1.3.3 Reassessment: The CMT Clinical Supervisor and CMT shall

1 jointly reassess the PARTICIPANT'S status, with input from Contractor Partner Agencies, in a
2 weekly clinical review of cases. CMT meetings shall provide weekly evaluations and assessment
3 for PARTICIPANTS.

4 5.1.3.4 Termination: The CMT Clinical Supervisor and CMT shall
5 jointly terminate the case from the CMT when the desired outcomes have been attained, the
6 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

7 5.1.4 FC and Contractor Partner Agencies shall jointly provide CMT services
8 continuously throughout the term of this Agreement. CMT meetings shall be scheduled a
9 minimum of one (1) day per week for a minimum of one (1) hour in duration. The CMT Clinical
10 Supervisor shall facilitate CMT meetings. CMT meetings shall be held at the FRC or other
11 mutually agreed upon location, in an appropriate, private, and confidential space.

12 5.1.5 FC shall complete the CMT Tracking and Outcomes Log as well as the
13 required forms referenced in Subparagraph 4.16 of this Exhibit.

14 5.1.6 FC shall provide qualified CMT Clinical Supervisor staff, as specified in
15 Subparagraph 15.2 of this Exhibit.

16 5.2 Counseling Services (FC)

17 5.2.1 The objectives of Counseling Services are as follows:

18 5.2.1.1 Increase PARTICIPANT'S coping skills;

19 5.2.1.2 Stabilize immediate crisis;

20 5.2.1.3 Increase access to social support systems;

21 5.2.1.4 Facilitate linkages to appropriate and needed treatment
22 programs (e.g., domestic violence, substance abuse, mental health, etc.);

23 5.2.1.5 Reduce risk of violence, abuse, and/or neglect in the home; and

24 5.2.1.6 Improve individual and family functioning.

25 5.2.2 FC shall utilize evidence-based practices to provide Crisis, Individual,
26 Family, and Group Counseling Services for a minimum of two hundred fifty (250) sessions
27 annually. A completed session of any modality shall be counted as one (1) session regardless of
28 number of PARTICIPANTS. A session shall be defined as a minimum of fifty (50) minutes in

length.

5.2.3 FC Counseling Services shall be held at the FRC, schools, or other mutually agreed upon community location, in an appropriate, private, and confidential space and be provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible and who may be experiencing an immediate crisis that is disrupting their level of functioning.

5.2.4 Service Requirements per Modality:

5.2.4.1 Crisis Counseling Services: The duration of FC Crisis Counseling Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for each PARTICIPANT. FC Crisis Counseling Services shall provide a brief term therapeutic approach to include, but not be limited to, assessing the immediate crisis/trauma, helping the PARTICIPANT identify and develop coping strategies, identifying the factors that led to the crisis state, and restoring the PARTICIPANT to their previous level of functioning. FC shall complete a clinical assessment around level of crisis stabilization at the end of service and a transfer to additional counseling modalities may be offered as deemed necessary and clinically indicated.

5.2.4.2 Individual Counseling Services: FC shall provide Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions, for each PARTICIPANT. Individual Counseling sessions shall be offered to PARTICIPANTS on a weekly basis. PARTICIPANTS shall receive counseling services to strengthen their ability to improve individual functioning, explore healthy personal goal(s), and strengthen social-emotional growth. Individual Counseling Service topics shall include, but are not limited to: reducing risk of violence, exploring the cycle of abuse, self-control, parenting issues, victimization, depression, anxiety, social and communication skills, and self-care to cope with stress. Services shall include prevention and intervention, a psychosocial assessment and evaluation of the PARTICIPANT, and development of treatment goal(s) focused on needs and strengths of the PARTICIPANT.

5.2.4.3 Family Counseling Services: FC shall provide Family Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions, for each FAMILY. Family Counseling sessions may be weekly or daily, based on

PARTICIPANTS' needs. FC Family Counseling Services shall include, but not be limited to: assessing PARTICIPANT'S needs; providing emotional support; stabilizing immediate crisis; developing goals for PARTICIPANTS; and making appropriate linkages to all needed treatment programs and social support systems.

5.2.4.4 Group Counseling Services: The duration of FC Group Counseling Services shall consist of a minimum of four (4) group counseling series at a minimum of ninety (90) minutes each in duration, with a six (6) week session minimum per series. PARTICIPANTS may join at any point in time and will be considered as having successfully completed group counseling after having attended six (6) sessions. FC shall provide group counseling services in a variety of topics, as appropriate for the PARTICIPANTS.

5.2.5 FC shall provide counseling services during FRC operating hours. FC may also schedule evening hours at the request of the PARTICIPANTS.

5.2.6 FC shall provide qualified, bilingual Counselor staff as specified in Subparagraph 15.4 of this Exhibit. FC Counselor staff and/or designee, as approved by ADMINISTRATOR, shall attend all FRC's CMT meetings.

5.3 Differential Response (FC)

The primary goal of DR Services is to engage a greater number of families in services within the community without further child welfare intervention and, at the same time, reduce the recurrence of child maltreatment.

5.3.1 The objectives of DR Services are as follows:

5.3.1.1 Support the family while in crisis;

5.3.1.2 Collaborate with the COUNTY social worker and the family to devise a plan that identifies resources in an effort to protect the children and preserve the family;

5.3.1.3 Assess the family's needs, stabilize immediate crisis, and increase coping skills and family cohesiveness;

5.3.1.4 Develop a treatment plan to address individual and family needs to be offered for a minimum of thirty (30) days;

5.3.1.5 Provide in-home services, as needed, to address positive

parenting skills, discipline, child development, and child health and safety; and

5.3.1.6 Present DR cases at the CMT.

5.3.2 FC's DR services shall focus on a family centered approach to: maintain children safely in the home; reduce entry into the child welfare system; serve as a support to families while in crisis; assess safety concerns and family's willingness to participate; team home visit; comprehensive family assessment; develop an individualized, needs based, and collaborative service plan; make referrals to community resources as appropriate; create linkage to assistance with service receipt; provide ongoing support; engage in advocacy; provide case management; provide ongoing tracking; follow up with family; provide assistance in accessing community resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at the family's request, extended family, non-family, and community leaders such as pastors/religious leaders as a long term support for family.

5.3.3 FC shall provide DR Services during FRC operating hours. FC may also schedule evening hours at the request of the PARTICIPANTS.

5.4 Family Support Services (FC)

Family Support Services shall be provided to families with a minimum of two (2) core service needs. Services are provided through a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet PARTICIPANT needs.

5.4.1 The objectives of Family Support Services are as follows:

5.4.1.1 Support effective coordination of services among service providers;

5.4.1.2 Promote knowledge of, and provide linkages, to resources, services, and opportunities to improve self-sufficiency; and

5.4.1.3 Support families in following through with recommended services.

5.4.2 FC shall provide Family Support Services for a minimum of one hundred

(100) unduplicated FAMILIES annually. Family Support Services are those services responsible for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family; arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families; and linking PARTICIPANTS to resources, services, and opportunities. The Family Support Advocate shall also teach and empower families to access community resources and strengthen problem solving skills.

5.4.3 FC shall provide Family Support Services continuously throughout the term of this Agreement during FRC operating hours or on evenings as required by families. FC shall provide Family Support Services for a minimum of thirty (30) days per FAMILY.

5.4.4 FC shall provide Family Support Services in English and Spanish primarily at the FRC, in family's home, or at other community locations as agreed upon by PARTICIPANT and FRC.

5.4.5 FC shall provide qualified, bilingual Family Support Advocate staff as specified in Subparagraph 15.5 of this Exhibit.

5.5 Information and Referral Services (FC)

5.5.1 The objective of Information and Referral Services is to increase access to community resources for families in need.

5.5.2 FC shall provide Information and Referral Services to a minimum of five hundred (500) unduplicated PARTICIPANTS annually.

5.5.3 Services include an assessment of need and referral services, including, but not limited to, the following: emergency housing, emergency food, counseling, child care, substance abuse counseling and treatment, parenting education, utility assistance, health and mental health treatment, education and job training, legal aid, and youth academic and recreation services. Information and Referral Specialist shall collaborate with other community agencies by receiving and referring PARTICIPANTS.

5.5.4 Information and Referral Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC operating hours and shall respond to voicemails and emails within one (1) business day. Information and

Referral Specialist shall follow-up with linked service provider to verify linkages.

5.5.5 FC shall track Information and Referral Services using the FRC Daily Information and Referral Tracking Log to capture number of PARTICIPANTS served, PARTICIPANT zip code, mode of contact (e.g., phone call, walk-in, internet), and service(s) referred.

5.5.6 FC shall provide qualified, bilingual Information and Referral Specialist staff as specified in Subparagraph 15.7 of this Exhibit.

5.6 Parenting Education (WTLC)

5.6.1 The objectives for Parent Education are as follows:

5.6.1.1 Provide social support;

5.6.1.2 Enhance coping skills;

5.6.1.3 Improve knowledge of child development; and

5.6.1.4 Improve knowledge of appropriate and effective discipline.

5.6.2 WTLC shall provide evidence-based parenting curriculum as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

5.6.3 WTLC shall provide Parenting Education services for a minimum of forty (40) unduplicated PARTICIPANTS annually.

5.6.4 WTLC shall provide a minimum of four (4) Parenting Education series annually. Frequency and length of each parenting series will be based on selected evidence-based curriculum.

5.6.5 Parenting Education services shall be provided continuously during the term of this Agreement at dates and times convenient for PARTICIPANTS. Services shall be offered at the FRC, schools, and other community locations as needed and approved by

ADMINISTRATOR. A minimum of one (1) class shall be offered at the FRC annually.

5.6.6 WTLC shall ensure completion of required paperwork when providing parenting education to PARTICIPANTS receiving child welfare services, including, but not limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY social workers.

5.6.7 WTLC shall provide parenting education in English and Spanish.

5.6.8 WTLC shall provide parenting instructors that are trained and certified to provide the selected evidence-based curriculum.

5.7 Personal Empowerment Program (Certified Domestic Violence Prevention and Treatment Education Program) (WTLC)

5.7.1 The objectives of Personal Empowerment Program (PEP) are as follows:

5.7.1.1 Raise awareness of the various types of domestic violence and its short and long term effects;

5.7.1.2 Develop or enhance safety plan for domestic violence victims;

5.7.1.3 Increase victim's understanding of the effects domestic violence has on children; and

5.7.1.4 Promote safety and permanency in homes and communities through prevention efforts aimed at child abuse and domestic violence.

5.7.2 WTLC shall provide PEP services to a minimum of fifty-five (55) unduplicated PARTICIPANTS annually.

5.7.3 PEP services shall be an evidence-based ten (10) week educational support program designed to help victims break the cycle of domestic violence through education on the dynamics of domestic violence, effects of violence on victims and their children, and to help victims protect children who live in domestic violence homes. Topics shall include, but not be limited to, safety planning, boundaries, anger management, legal aspects of domestic violence, working through denial, and maintaining healthy relationships.

5.7.4 WTLC shall provide PEP services continuously during the term of this Agreement, and at a minimum of four (4) series annually.

1 5.7.5 During the entire term of this agreement, PEP providers must be approved
2 by the PEP Program Collaborative of Orange County.

3 5.7.6 WTLC shall offer PEP services at the FRC and other community locations
4 at dates and times convenient for PARTICIPANTS and as approved by ADMINISTRATOR.
5 WTLC may refer PARTICIPANTS to attend PEP services at any WTLC facilitated location that
6 fits their language preference and schedule availability.

7 5.7.7 WTLC shall provide PEP services in English and Spanish.

8 5.7.8 PEP instructors shall administer the FaCT-approved pre/post measurement
9 tools and enter the results into the FaCT database.

10 5.7.9 WTLC shall ensure completion of required paperwork when providing PEP
11 to PARTICIPANTS receiving child welfare services, including, but not be limited to, verification
12 of attendance, issuance of certificates of completion, and verbal and/or written reports to
13 COUNTY social workers.

14 5.8 Other Services: After-School Academic Tutoring (FC)

15 5.8.1 FC shall provide After-School Academic Tutoring services to a minimum
16 of twenty-five (25) unduplicated PARTICIPANTS annually.

17 5.8.2 FC shall provide a minimum of one hundred-ninety (190) After-School
18 Academic Tutoring sessions annually.

19 5.8.3 FC shall provide After-School Academic Tutoring services to children and
20 youth, ages five (5) to eighteen (18) years old, in grades kindergarten (K) through eight (8), from
21 low-income households.

22 5.8.4 FC After-School Academic Tutoring services consist of "The Power of Me"
23 academic tutoring program where PARTICIPANTS are given the tools to succeed in school, and
24 engage in the Science, Technology, Engineering, Arts, and Math curriculum, designed to cultivate
25 academic interest in these subjects while emphasizing higher education and career exploration.

26 5.8.5 FC shall provide "The Power of Me" academic tutoring program year-
27 round, occurring each weekday of the academic school year, and during the summer months.

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1 5.9 Other Services: Family Fun Events (FC)

2 5.9.1 FC shall provide three (3) Family Fun Events annually, and shall include,
3 but not be limited to, the following:

4 5.9.1.1 One (1) "Spring Fun Day" Event (Easter);

5 5.9.1.2 One (1) "Holiday Outreach" Event; and

6 5.9.1.3 One (1) "Thanksgiving Basket" Event.

7 5.9.2 FC shall provide Family Fun Events to a minimum of four hundred (400)
8 unduplicated PARTICIPANTS annually.

9 5.9.3 FC shall provide Family Fun Events to parents, and children, zero (0) to
10 twelve (12) years old, and youth, twelve (12) to eighteen (18) years old, from low-income
11 households.

12 5.10 Other Services: Family Engagement Events (FC)

13 5.10.1 FC shall provide three (3) Family Engagement Events annually.

14 5.10.2 FC shall provide Family Engagement Events to a minimum of sixty (60)
15 unduplicated PARTICIPANTS annually.

16 5.10.3 FC shall provide Family Engagement Events to parents, and children, ages
17 zero (0) through twelve (12), and youth, ages twelve (12) through eighteen (18).

18 5.11 Other Services: Out-of-School-Time (OST) Youth Program (City)

19 5.11.1 City shall provide OST Youth Program services that consist of recreational
20 activities, homework assistance, and enrichment activities.

21 5.11.2 City shall provide OST Youth Program services to a minimum of eighty
22 (80) unduplicated PARTICIPANTS annually.

23 5.11.3 City shall provide OST Youth Program services to school age children in
24 kindergarten (K) through eighth (8th) grade.

25 5.11.4 City shall provide OST Youth Program services during the academic school
26 year, Monday through Friday, from 3:00 p.m. to 6:00 p.m.; and during the summer session,
27 Monday through Friday, from 11:30 a.m. to 3:30 p.m.

28 5.11.5 City shall provide OST Youth Program services at the Whitten Community

Center, located at 900 S. Melrose Street, Placentia, CA, 92870, and at other community locations as approved by ADMINISTRATOR.

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraph 5 of this Exhibit, CONTRACTOR agrees to:

6.1 Provide a minimum of three (3) non-FaCT funded onsite services throughout the term of this Agreement.

6.2 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

6.3 Actively engage the community, including local residents, faith-based groups, businesses, public and private organizations, civic groups, and others in the planning and implementation of services that promote the well-being, safety, and permanency of children, families, and communities.

6.4 Develop and maintain a Governance Structure document outlining resource sharing, accountability, decision-making strategies, and conflict resolution plan. The Governance Structure shall include, but not be limited to, the addition and/or deletion of any Contractor Partner Agency and/or subcontractor(s), ongoing community input and involvement, and voting quorum (including what constitutes a quorum). FRC shall review and submit governance structure to ADMINISTRATOR by August 1st of each subsequent COUNTY fiscal year.

6.5 Develop a CEAC that shall meet a minimum of quarterly during the term of this Agreement. CEAC shall develop and advance a community agenda to affect community level change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the services to be provided by the FRC. CEAC shall consist of community members such as parents, youths, teachers, school community liaisons, businesses professionals, religious community leaders, law enforcement, human and health service professionals, and city representatives. On an annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate for FRC services to meet community need; develop parent and youth leadership; and engage

business community to provide tangible support and leadership. CEAC shall enlist broad community support and advocacy for the FRC by fundraising for the FRC and hosting events. A minimum of five hundred dollars (\$500) shall be allocated to the CEAC within the FRC budget for the purposes of its members to use for planning events, and other activities as deemed necessary by the CEAC committee. FC shall provide a qualified Community Engagement Coordinator staff as specified in Subparagraph 15.3 of this Exhibit.

6.6 Follow procedures provided by ADMINISTRATOR for reporting any special incidents that occur during CONTRACTOR's performance of duties under this Agreement, involving CONTRACTOR's staff, PARTICIPANTS, and/or property.

6.7 City shall provide child care services at the FRC and/or Whitten Community Center referenced in Subparagraph 5.11.5 of the Exhibit, to children of parents attending FRC programs during FRC operating hours, continuously throughout the term of this Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs include direct child care services and purchases of cleaning supplies, snacks directly related to child care services, activities, age appropriate toys, crafts, and games. Child care services shall be reimbursed based on actual hours worked. City shall provide child care staff that are at least eighteen (18) years of age; possess a high school diploma or equivalent; have one (1) year of child care experience; possession of, or ability to obtain a valid Pediatric CPR and First Aid Certification prior to providing child care duties; and ability to deal with stressful situations.

7. FACILITIES

7.1 Friendly Center Placentia FRC is located at:

Grace Community Church of the Nazarene

126 N. Walnut Avenue

Placentia, CA 92870

7.2 Administrative services under this Agreement shall be provided at Friendly Center Placentia FRC and:

Friendly Center, Inc.

147 W. Rose Avenue

Orange, CA 92867

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation, referenced in Subparagraph 21.1 of this Agreement.

8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

8.1 CONTRACTOR shall maintain data that includes the types and amounts of services provided to each PARTICIPANT, assessment data, and key demographic items, including, but not limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral reason(s), services recommended, services provided, date service delivery begins, date service delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and primary language spoken as determined by ADMINISTRATOR.

8.2 FC shall be responsible for the integrity of all data. This includes ensuring all required PARTICIPANT and service data is entered and maintained in the FaCT database. Data for services incurred in the preceding month shall be available for review prior to the date of the regularly scheduled monthly steering committee meeting, or as requested by ADMINISTRATOR. Data includes monthly service grids, quarterly assessment reports, and other reports as required by ADMINISTRATOR.

8.3 FaCT utilizes a model developed by the Center for the Study of Social Policy called "Strengthening Families" to frame outcomes and evaluation data. This model, which has been identified as preventing child abuse and neglect identifies the following five (5) protective factors:

8.3.1 Provide concrete support in times of need;

8.3.2 Increase parental resilience;

8.3.3 Increase knowledge of parenting and child development;

8.3.4 Support the social and emotional competence of children; and

8.3.5 Build parents' social connections.

8.4 Services provided at the FRC fall under one (1) or more of the protective factors. FaCT core services have their own measurement tool that shall be administered and used to collect data and entered into the FaCT database. The current FaCT database system is a web-based

PARTICIPANTS management system, managed by FaCT and its administrative contractor, which provides contractual and outcome based reporting for each FRC. FRCs shall work closely with ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system. FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection and outcome reporting.

8.5 Direct service staff shall be responsible for entering PARTICIPANT service and outcome data for FaCT funded services into the FaCT database. These include, but are not limited to, the following:

8.5.1 CMT Facilitator shall administer, collect, and enter the CMT tracking and assessment tool;

8.5.2 Family Support Advocate shall administer, collect, and enter the Family Development Matrix Tool(s);

8.5.3 Parenting Educator shall administer, collect, and enter the Parenting Education Survey; and

8.5.4 Direct service provider shall administer, collect, and enter the Registration Form.

8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form, the following assessment tool(s) required for each core service include:

Core Service	Required Assessment Tool(s)
CMT	CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test

8.7 The FRC Coordinator is responsible for ensuring data integrity and accurate data collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data system and within timelines required by ADMINISTRATOR. Contractor Partner Agencies are responsible for their own staff data collection, ensuring data integrity, and accurate submission to the FRC Coordinator.

1 8.8 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs,
2 pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR
3 shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a
4 measurement tool is changed.

5 8.9 The COUNTY measurement tools, referenced in Subparagraph 4.16 are subject to
6 change based on program and evaluation needs as defined by ADMINISTRATOR.

7 9. REPORTS

8 CONTRACTOR shall prepare and submit written reports in a format approved in writing
9 by ADMINISTRATOR. Written reports include the Quarterly Assessment Report and the
10 Monthly Service Grid.

11 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the
12 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth
13 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.2 of
14 this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day.

15 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log
16 and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
17 following the end of each quarter.

18 9.3 CONTRACTOR shall provide information deemed necessary by
19 ADMINISTRATOR to complete any state-required reports related to the services provided under
20 this Agreement.

21 10. GOALS AND OUTCOME OBJECTIVES

22 10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete
23 a pre and post-test.

24 10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%)
25 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled
26 CMT to encourage attendance.

27 10.3 A minimum of ninety percent (90%) of participants receiving services at the FRC
28 will complete a FaCT FRC Satisfaction Survey.

1 11. UTILIZATION REVIEW

2 11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
3 annually to review and evaluate a random selection of family case records. The review may
4 include, but is not limited to, an evaluation of the necessity and appropriateness of services
5 provided and length of services. FAMILY cases to be reviewed shall be randomly selected by
6 ADMINISTRATOR and may include both open and closed cases.

7 11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
8 facility referenced in Paragraph 7 of this Exhibit, with date and time determined at
9 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
10 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
11 corrective action accordingly.

12 11.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and
13 Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve
14 differences of opinion regarding the necessity and appropriateness of services and length of
15 services, the dispute shall be submitted to COUNTY's Director of Children and Family Services
16 for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under
17 Paragraph 42 of this Agreement.

18 12. SUSTAINABILITY

19 12.1 CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the
20 ability to integrate multiple public, private, and collaborative partner funding sources.

21 12.2 CONTRACTOR must provide measurable goals that demonstrate resource
22 leveraging and in-kind partnerships and/or grants based on service gaps and identified needs,
23 specific to the community.

24 12.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue long-
25 term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not
26 limited to, participation in the following:

27 12.3.1 Assessment of long-term need for and reasonableness of FaCT
28 collaborative programs;

12.3.2 Training programs developed by or for FaCT;

12.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as mutually agreed by CONTRACTOR and ADMINISTRATOR;

12.3.4 Research of other public/private funding sources and opportunities;

12.3.5 Pursuit of linkages with other partners, as appropriate; and

12.3.6 Development of marketing and community education materials as mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

12.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently pursue opportunities to improve sustainability of their collaborative program. Independent activities may include activities identified above as well as grant writing and engaging in collaborative agreements with other integrated service initiatives.

13. MEETINGS AND TRAININGS

13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings of all FaCT FRC Coordinators for the purpose of information sharing, joint problem solving, identification of Best Practices, development of common approaches to case management and intake, training, and other related matters. Meetings will occur a minimum of one (1) time per month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding meeting date(s) and location(s).

13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates in all required trainings and/or meetings as identified by ADMINISTRATOR. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding training/meeting date(s) and location(s).

13.3 Trainings eligible for reimbursement through this Agreement must be approved in advance, in writing, by ADMINISTRATOR.

13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings presented or sponsored by COUNTY.

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14. BUDGET

14.1 For the three (3) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$1,050,000.

14.2 In the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1 of this Agreement, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

14.3 The budget specified in Subparagraph 14.4 below, shall be for the period of July 1, 2020, through June 30, 2023. Each period shall be defined as follows:

14.3.1 Year One shall be for the period of July 1, 2020, through June 30, 2021.

14.3.2 Year Two shall be for the period of July 1, 2021, through June 30, 2022.

14.3.3 Year Three shall be for the period of July 1, 2022, through June 30, 2023.

14.4 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

<u>FRC Services</u>	YEAR ONE	YEAR TWO	YEAR THREE
Direct Service Costs ⁽¹⁾	\$ 350,000	\$ 350,000	\$ 350,000
Indirect Costs ⁽²⁾	\$ 0	\$ 0	\$ 0
TOTAL MAXIMUM OBLIGATION:	\$ 350,000	\$ 350,000	\$ 350,000

⁽¹⁾ Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year.

⁽²⁾ Indirect Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective.

14.5 For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

14.6 In the event CONTRACTOR identifies savings within their budget, CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in Paragraph 5 of this Exhibit before adding new services and/or programming.

14.7 In the event the budget shown in Subparagraph 14.4 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the fiscal year, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing.

15. STAFF

CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u>	FTE ⁽¹⁾	Maximum Hourly Rate ⁽²⁾
FRC Services		
CMT Clinical Supervisor	0.10	\$33.40
Community Engagement Coordinator	0.50	\$17.00
Counselor	0.50	\$27.10
Family Support Advocate	2.00	\$21.00
FRC Coordinator	1.00	\$31.00
Information and Referral Specialist	1.00	\$18.00

⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as

1 the amount of time (stated as a percentage) the position will be paid for under the terms of this
2 Agreement, regardless of the number of hours actually worked.

3 (2) Maximum hourly rate which will be permitted during the term of this Agreement;
4 employees may be paid at less than maximum hourly rate.

5 15.1 Recruitment Practices

6 15.1.1 CONTACTOR shall use a formal recruitment plan, which complies with
7 federal and State employment and labor regulations. CONTRACTOR shall hire staff with the
8 education, language skills, and experience necessary to appropriately perform all functions as
9 described in this Agreement.

10 15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than
11 seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during
12 the term of this Agreement. For resignations, CONTRACTOR's notification shall include
13 employee's name, position title, date of resignation, a description of planned recruitment activities,
14 and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires,
15 CONTRACTOR's notification shall include candidate's resume or application, position title, and
16 date of hire.

17 15.1.3 The number of direct service bilingual staff proposed should include how
18 staffing will meet the needs of the community to be served.

19 15.1.4 CONTRACTOR may be required to submit employer's bilingual
20 certification criteria and/or test results to ADMINISTRATOR.

21 15.2 CMT Clinical Supervisor (FC)

22 15.2.1 Duties: A licensed clinician shall facilitate case management team group
23 process, ensure thorough assessment and linkages for families to resources, and ensure team and/or
24 staff members follow up on all mandated reporting requirements. Responsibilities include, but are
25 not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT
26 confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws
27 of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and
28 ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs

cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination; provide and coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is accurately entered into FaCT database; and actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

15.2.2 Qualifications: A Licensed Clinical Social Worker, Marriage and Family Therapist, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience and proficiency in English is required.

15.3 Community Engagement Coordinator (FC)

The Community Engagement Coordinator shall not be a current member of the CEAC.

15.3.1 Duties: To assist in advocacy for the expansion of the FRC CEAC and Youth Action Council programs and activities focusing on issues that affects the health, well-being, and public safety of residents in the FRC community. Oversee community organizing, volunteer recruitment and training, problem solving, and developing and implementing an outreach plan. In addition, support the efforts of local programs to explore donation and service opportunities for the FRC; develop and promote FRC volunteer project activities; develop and maintain regular contact with community organizations; coordinate and communicate with FRC Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement tools, and enter the results into the FaCT database.

15.3.2 Qualifications:

Option One (1): An Associate's degree or sixty (60) college units in human services or related field from an accredited college/university; one (1) year of experience, including leadership/supervisory experience, providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required. Based on

community need, bilingual proficiency may be required; or

Option Two (2): Three (3) years of experience, including one (1) year of leadership/supervisory experience, providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.4 Counselor (FC)

15.4.1 Duties: The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation; communicate applicable case related information to SSA staff, as requested; and complete FaCT designated measurement tools and enter all required data into the FaCT database.

15.4.2 Qualifications: Licensed clinician or an intern registered with the State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision in accordance with BBS requirements. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.5 Family Support Advocate (FC)

15.5.1 Duties: Responsible for serving all Family Support Services referrals. Services shall include, but not limited to: assessing family strengths and needs; linkages to resources; case planning; in-home services; communicating applicable case related information to SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at CMT meetings; completing FaCT designated measurement tools and entering all required data into the FaCT database; and attending all required FaCT meetings and trainings.

15.5.2 Qualifications:

Option One (1): Bachelor's degree in human services or related field from an accredited university. Proficiency in English is required. Based on community need, bilingual proficiency may be required; or

Option Two (2): A minimum of three (3) years of experience providing direct services to the target population. Proficiency in English is required. Based on community

1 need, bilingual proficiency may be required.

2 15.6 FRC Coordinator (FC)

3 15.6.1 Duties: FRC Coordinator's work schedule shall be consistent with FRC
4 operating hours and their workspace shall be located at the FRC. Perform a variety of
5 administrative functions, including: coordinate service providers; supervise FRC staff; oversee the
6 day-to-day operation of the FRC; compile statistical and financial data for various reports;
7 facilitate community involvement in the CEAC; coordinate governance and policy procedure
8 development; coordinate training opportunities for staff; prepare and monitor program budget;
9 perform outreach to community businesses and schools; market FRC services within the
10 community; initiate outreach to new partners and service providers; address public inquiries
11 regarding services, procedures, operations and regulations; facilitate FRC partners and staff
12 meetings and ensure completion of meeting minutes; complete all required documentation; attend
13 required FaCT meetings and trainings; and perform related duties as assigned.

14 15.6.2 Qualifications:

15 Option One (1): Bachelor's degree (Master's degree preferred) in social
16 work, sociology, psychology, or related field from an accredited university and two (2) years of
17 experience providing direct services to the target population; capable of relating well to individuals
18 from diverse backgrounds, cultures, varied income, and education levels; leadership and/or
19 supervisory experience; ability to work successfully in a collaborative environment; attention to
20 detail; and computer competency. Proficiency in English is required. Based on community need,
21 bilingual proficiency may be required; or

22 Option Two (2): A minimum of five (5) years of experience providing
23 direct services to the target population; capable of relating well to individuals from diverse
24 backgrounds, cultures, varied income, and education levels; leadership and/or supervisory
25 experience; ability to work successfully in a collaborative environment; attention to detail; and
26 computer competency. Proficiency in English is required. Based on community need, bilingual
27 proficiency may be required.

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1 15.7 Information and Referral Specialist (FC)

2 15.7.1 Duties: Responsible for responding to walk-in, call-in, and referred
3 PARTICIPANTS seeking community resources. Assess PARTICIPANTS's immediate needs and
4 make referrals to appropriate resources. Administer FaCT-approved tracking tool and enter results
5 into the FaCT database.

6 15.7.2 Qualifications: High school diploma or equivalent, one (1) year of customer
7 service experience working directly with the public, and computer competency (i.e., knowledge
8 and ability to use computers and related technology). Proficiency in English is required. Based
9 on community need, bilingual proficiency may be required.

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