

AMENDMENT TWO TO AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

CITY OF WESTMINSTER

AND

HUMAN OPTIONS

AND

INTERVAL HOUSE

FOR THE PROVISION OF

FAMILY RESOURCE CENTER AND FAMILY STABILIZATION SERVICES

~~This AGREEMENT, entered into this 1st date of July, 2020, which date is particularized for purpose of reference only,~~ *THIS AMENDMENT TWO, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number FCJ0120 between the parties hereto, hereinafter referred to as the "Agreement" and* is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and City of Westminster, a California municipal agency; Human Options, Inc., a California non-profit corporation; and Interval House, a California non-profit corporation, hereinafter collectively referred to as "WESTMINSTER FAMILY RESOURCE CENTER" or "CONTRACTOR." City of Westminster, Human Options, Inc., and Interval House, may each also be referred to as "Contractor Partner Agencies." COUNTY and CONTRACTOR may be referred to individually as "Party" and collectively as "the Parties."

WITNESSETH

WHEREAS, *on July 1, 2020,* COUNTY ~~desires to contract with~~ *and* CONTRACTOR *entered into an Agreement* for the provision of Family Resource Center and Family Stabilization Services, *for the term of July 1, 2020, through June 30, 2023; and*

~~WHEREAS, such services are authorized and provided pursuant to the Adoptions and Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections~~

~~16600-16605, All County Letter (ACL) No. 01-20, ACL No. 03-12, ACL No. 14.12, and the Child and Family Services Improvement and Innovation Act; and~~ WHEREAS, on August 1, 2020, COUNTY and CONTRACTOR modified the Agreement to add Network Security and Privacy Liability Insurance;

WHEREAS, AMENDMENT ONE was issued to increase funding for the provision of additional Family Resource Center and Family Stabilization Services to clients; amend Subparagraph 22.1 of the Agreement; and amend Subparagraphs 4.16, 5.8, 5.10.2, 5.11.2, 5.12.2, 5.12.4, 6.4, 8.6, 14.1, 14.4, and Paragraph 15 of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to renew the Agreement for an additional two (2) years from July 1, 2023, through June 30, 2025; amend Paragraphs 1, 14, and Subparagraphs 22.1 and 22.2 of the Agreement; and amend Subparagraphs 5.10, 5.11, 5.12, 14.1, 14.3, 14.4, and 15.7 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to ~~render~~ continue to provide such services ~~on~~ under the terms and conditions ~~hereinafter~~ set forth: *in this Agreement; and*

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, ~~2023~~2025, unless earlier terminated pursuant to the provisions of Paragraph 43 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. Paragraph 14 of the Agreement is hereby amended to read as follows:

14. INSURANCE

14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.

CONTRACTOR agrees to keep such insurance coverage *current, provide* Certificates of Insurance and endorsements ~~on deposit with~~ *to* ADMINISTRATOR during the entire term of this Agreement. ~~In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

- 14.2 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any ~~self-insured retention (SIR) in an amount~~ *SIRs* in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, ~~upon review of CONTRACTOR's current audited financial report.~~ *COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Agreement.* ~~If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:~~

~~14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~

~~14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and~~

~~14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.~~

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

14.5 Qualified Insurer

14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United 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).~~

14.6 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.

14.7 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	City of Westminster (City), Human Options, Inc. (HO), Interval House (IH)
Automobile Liability, including coverage for owned <i>or scheduled</i> , non-owned, and hired vehicles	\$1,000,000 per occurrence <i>combined single limit each accident</i>	City, HO, IH
Workers' Compensation	Statutory	City, HO, IH
Employer's Liability Insurance	\$1,000,000 per occurrence <i>accident or disease</i>	City, HO, IH
<i>Network Security & Privacy Liability</i>	<i>\$1,000,000 per claims-made</i>	<i>City, HO, IH</i>
Professional Liability Insurance	\$1,000,000 per claims <i>claims-made or occurrence</i> \$1,000,000 aggregate	City
Sexual Misconduct Liability	\$1,000,000 per occurrence	City, HO, IH

14.7.1 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

14.8 Required Coverage Forms

14.8.1 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.

14.8.2 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.

14.9 Required Endorsements

14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

14.9.1.1 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.

14.9.1.2 A primary non-~~contributing~~-*contributory* 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.

14.9.2 The Network Security & Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

14.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

14.9.2.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

14.10 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.

- 14.11 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.
- 14.12 CONTRACTOR shall *provide thirty (30) days prior written notice to the COUNTY of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to* ~~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.
- 14.13 If CONTRACTOR's Professional Liability *and/or Network Security & Privacy Liability* policy is a "~~claims-made~~ *Claims-Made*" policy(ies), CONTRACTOR shall agree to ~~maintain Professional Liability coverage for two (2) years following completion of this Agreement.~~ *the following:*
- 14.13.1 The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Agreement services.*
- 14.13.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Agreement services.*
- 14.13.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Agreement.*

- 14.14 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).
- 14.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Agreement.
- 14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 14.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 14.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Subparagraph 22.1 of the Agreement is hereby amended to read as follows:

22.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$~~1,320,800~~*2,412,400*, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

22.1.1 Year One: \$387,500 for July 1, 2020, through June 30, 2021;

22.1.2 Year Two: \$387,500 for July 1, 2021, through June 30, 2022;

22.1.3 Year Three: \$545,800 for July 1, 2022, through June 30, 2023;

22.1.4 Year Four: \$545,800 for July 1, 2023, through June 30, 2024; and

22.1.5 Year Five: \$545,800 for July 1, 2024, through June 30, 2025.

4. Subparagraph 22.2 of the Agreement is hereby amended to read as follows:

22.2 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 *the month of June 2021*~~2021~~*during the term of the contract*, during the month of such anticipated expenditure.

5. Subparagraph 5.10 of Exhibit A of the Agreement is hereby amended to read as follows:

5.10 FS Family Support Services ~~(HO)~~*(City)*

FS Family Support Services are customized to meet each FS FAMILY's needs to promote self-sufficiency. These services may include, but are not limited to: assessing family needs; providing one-on-one support; assisting families in crisis; coordinating referrals; and ensuring successful linkages and access to services. FS FAMILIES can further benefit from the ongoing support created by the linkage between their family and the FRC.

5.10.1 The objective of FS Family Support Services are as follows:

- 5.10.1.1 Provide effective coordination of case planning among CalWORKs case managers and other service providers;

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

5.10.1.3 Support families in following-through with recommended services.

5.10.2 ~~HO~~City shall provide FS Family Support Services to a minimum of sixty (60) FS FAMILIES annually, or as referred by SSA.

5.10.3 ~~HO~~City shall offer FS Family Support Services at the FRC, in the family's home, or other community location, based on FS FAMILY's needs.

5.10.4 ~~HO~~City shall provide qualified, bilingual FS Family Support Advocate staff, as specified in Subparagraph **Error! Reference source not found.** of this Exhibit and who shall co-locate at a CalWORKs regional office a minimum one (1) day per week or as required by COUNTY.

6. Subparagraph 5.11 of the Exhibit A of the Agreement is hereby amended to read as follows:

5.11 FS Emergency Assistance ~~(HO)~~(City)

5.11.1 The objective of FS Emergency Assistance (EA) services is to assess and assist FS FAMILIES who may be in crisis due to their inability to meet their basic needs.

5.11.2 ~~HO~~City shall provide FS EA services to a minimum of fifty (50) FS FAMILIES annually.

5.11.3 ~~HO's~~ City's FS EA services shall include an assessment of emergency needs. The assessment shall be completed by the FS Family Support Advocate and include recommendation(s) to meet the emergency needs of the FS FAMILY. Recommendations for use of FS EA funds shall be in accordance with Subparagraph 6.4 of this Exhibit.

5.11.4 ~~HO~~City shall offer FS EA services at the FRC, in the family's home, or other community locations, based on FS FAMILY's needs. Services shall be offered during FRC hours of operation or at dates and times convenient for

FS FAMILY. HO City shall provide FS EA services continuously throughout the term of this Agreement.

5.11.5 ~~HO~~City shall provide FS EA services that include an assessment of the FS FAMILY's emergency needs. The assessment shall be completed by the FS Family Support Advocate and include recommendation(s) to meet the emergency needs of the FS FAMILY.

5.11.6 ~~HO~~City shall complete the required forms referenced in Subparagraph 4.17 of this Exhibit and the FS EA Tracking Log.

5.11.7 ~~HO~~City shall provide qualified, bilingual FS Family Support Advocate staff, as specified in Subparagraph 15.7 of this Exhibit.

7. Subparagraph 5.12 of Exhibit A of the Agreement is hereby amended to read as follows:

5.12 FS Emergency Housing Assistance (~~HO~~)City

5.12.1 The objective of FS Emergency Housing Assistance (EHA) services is to assess and assist FS families in obtaining and/or maintaining housing. Funds may be disbursed in increments based on FS FAMILY's need, urgency, and WTW participation.

5.12.2 2 ~~HO~~City shall provide FS EHA services to a minimum of forty-five (45) FS FAMILIES annually. FS FAMILIES must be participating in the CalWORKs FS Program and experiencing a housing crisis that destabilizes the family and impairs the ability to participate in WTW activities.

5.12.3 ~~HO~~City shall offer FS EHA services at the FRC, in the family's home, or other.

5.12.4 ~~HO's~~City's FS EHA services shall include an assessment of emergency housing needs. The assessment shall be completed by the FS Family Support Advocate in consultation with CalWORKs FS Case Manager, contracted provider or COUNTY designated staff and include recommendation(s) to meet the emergency housing needs of FS FAMILY. The assessment and recommendation(s) shall be completed and submitted to the FRC Coordinator

within twenty-four (24) hours. All FS EHA payments in excess of five hundred dollars (\$500) per FAMILY must be requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available community resource options prior to utilizing EHA funds.

5.12.5 ~~HO~~City shall primarily provide FS EHA services at the FRC and other community locations, as needed. Services shall be offered during FRC hours of operation or at dates and times convenient for FS FAMILIES. FS EHA funds for approved FS FAMILIES shall be disbursed to the payee (i.e., landlord, property management, homeowner, etc.) within two (2) business days. ~~HO~~City shall provide FS EHA services continuously throughout the term of this Agreement.

5.12.6 ~~HO~~City shall complete the required forms referenced in Subparagraph 4.17 of this Exhibit and the FS EHA Tracking Log.

5.12.7 ~~HO~~City shall provide qualified, bilingual FS Family Support Advocate staff, as specified in Subparagraph 15.7 of this Exhibit.

8. Subparagraph 14.1 of Exhibit A of the Agreement is hereby amended to read as follows:

14.1 For the ~~three (3)~~five (5) 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 ~~\$1,320,800~~2,412,400.

9. Subparagraph 14.3 of Exhibit A of the Agreement is hereby amended to read as follows:

14.3 The budget specified in Subparagraph 14.4 below shall be for the period of July 1, 2020, through June 30, ~~2023~~2025. 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.

14.3.4 Year Four shall be for the period of July 1, 2023, through June 30, 2024.

14.3.5 Year Five shall be for the period of July 1, 2024, through June 30, 2025.

10. Subparagraph 14.4 of Exhibit A of the Agreement is hereby amended to read as follows:

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

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
<u>FRC Services</u>					
Direct Service Costs ⁽¹⁾	\$299,442	\$299,442	\$370,200	\$370,200	\$370,200
Indirect Costs ⁽²⁾	\$ 558	\$ 558	\$ 600	\$ 600	\$ 600
Total FRC Services Expense:	\$300,000	\$300,000	\$370,800	\$370,800	\$370,800
<u>Family Stabilization Services</u>					
FS Direct Service Costs ⁽¹⁾	\$ 78,750	\$ 78,750	\$157,500	\$157,500	\$157,500
FS Indirect Costs ⁽²⁾	\$ 8,750	\$ 8,750	\$ 17,500	\$ 17,500	\$ 17,500
Total FS Services Expense:	\$ 87,500	\$ 87,500	\$175,000	\$175,000	\$175,000
TOTAL MAXIMUM OBLIGATION:	\$387,500	\$387,500	\$545,800	\$545,800	\$545,800

⁽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.

11. Subparagraph 15.7 of Exhibit A of the Agreement is hereby amended to read as follows:

15.7 FS Family Support Advocate ~~(HO)~~-(City)

15.7.1 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.

12. The Parties agree that separate copies of this Amendment may be signed by each of the Parties, and this Amendment will have the same force and effect as if the original had been signed by all Parties.
13. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Two to Agreement on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CITY OF WESTMINSTER

Print Name

Title

Signature

Date

Contractor: HUMAN OPTIONS, INC.

Print Name

Title

Signature

Date

Contractor: INTERVAL HOUSE

Print Name

Title

Signature

Date

