

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
FOR THE PROVISION OF
BASIC NEEDS AND PLACEMENT PREPARATION SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC., a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Proposal for Child Abuse Prevention and Intervention Services in August 2022;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Basic Needs and Placement Preparation Services;

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16501 and 18961; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Contract; 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. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(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 Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract 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 Contract.

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 Contract. 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 Attachment A to the Contract between County of Orange and The Priority Center, Ending the Generational Cycle of Trauma, Inc., for the Provision of Basic Needs and Placement Preparation Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract 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 funding obligation, as set forth in this Contract, 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 Contract, 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 Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. 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 Contract, 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; 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 or be hereafter amended.

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

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

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

6.2 Change of Ownership

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

7. SUBCONTRACTS

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any

subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

8.3 Name Change

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

9. NON-DISCRIMINATION

9.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental 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.

9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business

hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

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

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental 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 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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> [Social Services Agency (SSA) Contractor and Vendor Compliance page]

10. NOTICES

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

follows:

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

CONTRACTOR: The Priority Center, Ending the
 Generational Cycle of Trauma, Inc.
 1940 E. Deere Avenue, Suite 100
 Santa Ana, CA 92705

10.2 All notices shall be deemed effective when in writing and when:

10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 10.1 above;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

10.3 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 Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents,

and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13. INSURANCE

- 13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.
- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of

Insurance. Any SIR in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. 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 Contract.

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

13.5 Qualified Insurer

13.5.1 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).

13.5.2 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.

13.5.3 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>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made

Sexual Misconduct Liability \$1,000,000 per occurrence

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

13.6 Required Coverage Forms

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

13.6.2 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.

13.7 Required Endorsements

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

13.7.1.1 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, employees and agents, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.7.1.2 A primary non-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 shall be excess and non-contributory.

13.7.2 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, employees, and agents or provide blanket coverage, which will state AS REQUIRED BY

WRITTEN CONTRACT.

- 13.7.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
- 13.7.3.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds for its vicarious liability.
- 13.7.3.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- 13.8 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
- 13.9 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 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 Contract.
- 13.10 If CONTRACTOR's Network Security & Privacy Liability is a "Claims-Made" policy, CONTRACTOR shall agree to the following:
- 13.10.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 13.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration of earlier termination of Contract services.
- 13.10.3 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 Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

- 13.11 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).
- 13.12 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 13.13 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.
- 13.14 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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 13.16 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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.
14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.
- 14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
- 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.
- 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.
15. CONFLICT OF INTEREST
- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to

influence COUNTY staff or elected officers in the performance of their duties.

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

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

18. EQUIPMENT

18.1 All items purchased with funds provided under this Contract, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Contract. Upon the termination of this Contract, CONTRACTOR shall immediately return any items of Capital Equipment to

COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

- 18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
 - 18.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.
 - 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement 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 Contract, 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 Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. 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 Contract.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. 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 Contract:

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; and/or

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

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$2,250,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$750,000 for July 1, 2023, through June 30, 2024;

20.1.2 \$750,000 for July 1, 2024, through June 30, 2025; and

20.1.3 \$750,000 for July 1, 2025, through June 30, 2026.

20.2 Allowable Costs

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

20.3 Match

In providing services pursuant to this Contract, CONTRACTOR shall provide a match in an amount no less than ten percent (10%) of the amount paid to CONTRACTOR by COUNTY during each year covered by this Contract. CONTRACTOR shall not use government funds to provide its match without prior written approval by the government agency providing the funds and ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall be deducted from payments made by COUNTY to CONTRACTOR. In the event there is a portion of the match unpaid at the termination of this Contract, it shall be deducted from any monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon demand.

20.4 Claims

20.4.1 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, except as detailed below in Subparagraph 20.4.4. 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.

20.4.2 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 26.1 of this Contract.

20.4.3 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.

20.4.4 Year-End and Final Claims

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

20.4.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment,

CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

21. OVERPAYMENTS

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

22. 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 Contract.

23. REVENUE

23.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, excluding any funds specified as a CONTRACTOR match under this Contract, such monies shall be considered to be a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR.

23.2 CONTRACTOR is not required to apply grants or gifts which are unrestricted in

use to any cost or expense of CONTRACTOR in which COUNTY participates.

23.3 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered a cost offset and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended.

24. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this Contract. 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 Contract 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 Contract, 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 Contract. 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 Contract 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 Contract, 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 Contract in a form acceptable to ADMINISTRATOR.

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, 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 Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2.

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

26.3 Public Records

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

26.4 Inspections and Audits

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

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

26.4.3 In the event CONTRACTOR does not make available its books and

financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

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

26.5 Evaluation Studies

CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

27. PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Subparagraph 13.5 of Attachment A (hereinafter referred to as "Personnel").

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

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

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

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

- 27.2.4 The language skill, if applicable, for all Personnel.
- 27.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.
- 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 27.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 27.7 In the event a record is revealed through the processes described above in Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to

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

- 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 19 above.
- 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
LAW

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

31. CONFIDENTIALITY

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

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

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

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

31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding

Confidentiality, as it now exists or may hereafter be amended.

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

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

32. SECURITY

32.1 Security Requirements

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

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

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

32.1.1.3 Control to prevent unauthorized access and to prevent

CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

32.1.1.4 Firewall protection.

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

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

32.2 Security Breach Notification

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

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

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

32.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

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

33. COPYRIGHT ACCESS

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

34. WAIVER

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

35. SERVICES DURING EMERGENCY AND/OR DISASTER

- 35.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in 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 Equivalent (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. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency

and/or disaster.

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 Contract 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:
- 36.2.3.1 Any commercial product or service; and
- 36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at

<https://cio.ocgov.com/egovernment-policies>.

37. REPORTS

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

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

38. ENERGY EFFICIENCY STANDARDS

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

39. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 40.1.1.1 - 40.1.1.4.

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

40.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

40.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

40.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that

subrecipients shall certify and disclose accordingly.

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

41. POLITICAL ACTIVITY

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

42. TERMINATION PROVISIONS

42.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

42.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may

be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

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

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

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

43. COOPERATIVE CONTRACT

43.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.

43.2 The provisions and pricing of this Contract will be extended to other governmental

entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

43.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

43.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

44. GOVERNING LAW AND VENUE

This Contract 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 Contract, 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.

45. SIGNATURE IN COUNTERPARTS

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

45.2 CONTRACTOR represents and warrants that the person executing this Contract 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 Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two (2) 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.

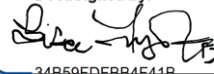
Contractor: THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.

Lisa Fujimoto

Executive Director

Print Name

Title

DocuSigned by:

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3/14/2023 | 1:57:30 PM PDT

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

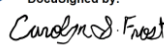
APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Deputy County Counsel

Print Name

Title

DocuSigned by:

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Signature

Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF BASIC NEEDS AND PLACEMENT PREPARATION SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to families with children, ages birth (0) through seventeen (17) years referred by Social Services Agency (SSA), who lack basic resources or require assistance with home repairs and/or modifications in order to comply with placement requirements prior to a child's placement in the home. Those served will be caregivers, to include parents, relatives and non-relative resource families referred by Children and Family Services (CFS) Division of SSA and shall hereinafter be referred to as "FAMILY" or "FAMILIES." Foster Family Agency (FFA) families are not eligible.

2. OUTCOME OBJECTIVES

2.1 For purposes of this Contract, CONTRACTOR and ADMINISTRATOR agree to the following annual outcomes:

2.1.1 CONTRACTOR shall fill two thousand eight hundred (2,800) emergent requests for services and goods through purchases, donations, and existing community resources.

2.1.2 CONTRACTOR shall fill two thousand eight hundred (2,800) non-emergent requests for services and goods through donations and existing community resources.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. 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 Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19, and shall not be reimbursed.

4. SERVICES

CONTRACTOR shall assist FAMILIES in obtaining basic needs to aid FAMILIES in placement preparation of the home as requested by SSA to facilitate the placement of a child or to maintain a placement.

- 4.1 ADMINISTRATOR shall send CONTRACTOR referrals via facsimile or secure email. CONTRACTOR shall schedule referrals via phone and notify FAMILIES and Senior Social Worker (SSW) by ADMINISTRATOR approved secure email portal or phone upon receipt of the referral. The assigned SSW will specify if the referral is emergent or non-emergent. CONTRACTOR must notify ADMINISTRATOR by secure email or phone when an emergent and/or non-emergent request will not be met within the specified timeframes. These secure means of communication must comply with the provisions specified in Paragraph 32 of this Contract.
- 4.2 In response to a referral, CONTRACTOR shall deliver all items or link FAMILIES to entities that can provide services for free or for a low cost. CONTRACTOR shall make deliveries throughout Orange County and to contiguous counties.
- 4.3 CONTRACTOR shall develop and maintain a system that identifies existing community resources as defined in Subparagraph 5.1.4 of this Attachment A,

throughout Orange County and contiguous counties. Community based resources must be updated on a quarterly basis to ensure accuracy. CONTRACTOR shall contact at least five (5) community-based resources a month for updates.

- 4.4 CONTRACTOR shall participate, each year, in a minimum of four (4) community-based events for resource identification and development.

Basic Needs Services

- 4.5 Emergent basic needs and referrals must be fulfilled as soon as possible. CONTRACTOR agrees and understands that time is of the essence for emergent referrals. CONTRACTOR must make its best effort to fill emergent referrals within three (3) business days. CONTRACTOR must obtain ADMINISTRATOR approval for an extension beyond three (3) days. The referral shall be fulfilled directly to FAMILY or the assigned SSW, as designated by ADMINISTRATOR. Items may include, but are not limited to, new mattresses and bed frames, beds, cribs, bed linens, blankets, smoke/carbon monoxide alarms, working refrigerators, food staples, food gift cards and clothing gift cards, diapers, car seats, and food boxes.
- 4.6 Non-emergent basic needs referrals must be filled within ten (10) business days, unless otherwise extended by ADMINISTRATOR. These items may include, but are not limited to, dressers, kitchenware, vacuum cleaners, clothing, and infant related items.
- 4.7 ADMINISTRATOR at its sole discretion shall deem an item emergent or non-emergent.
- 4.8 CONTRACTOR shall assist in the delivery of basic needs goods donated through SSA by community organizations, such as businesses and the faith-based community. These deliveries shall not exceed ten percent (10%) of CONTRACTOR's total annual deliveries, to not interfere with CONTRACTOR's primary duties under this Contract. Such items shall be for immediate delivery to FAMILIES and shall not require storage by CONTRACTOR. For required reporting purposes and the goals under this Contract, CONTRACTOR shall count

such items as non-emergent.

- 4.9 CONTRACTOR, shall make its best efforts to retrieve items provided to FAMILIES, excluding mattresses, when notified by SSW or ADMINISTRATOR that the child(ren) is no longer residing in the home.
- 4.10 CONTRACTOR shall make a minimum of two (2) presentations a month, to entities such as civic organizations, businesses, and faith-based organizations, in order to maintain ongoing in-kind donations of basic needs items.
- 4.11 CONTRACTOR shall store the most requested basic needs items, such as beds, smoke/carbon monoxide alarms, car seats, donated non-perishable food, personal hygiene items, clothing, infant items, and furniture in a centrally located facility in Orange County.
- 4.12 CONTRACTOR shall inspect, clean, and repair all donated items as necessary, to ensure items delivered to FAMILIES are in sanitary condition and working order.
- 4.13 To ensure compliance with child passenger safety laws, CONTRACTOR shall:
- 4.13.1 Be knowledgeable in child passenger safety in accordance with current law.
- 4.13.2 Ensure that staff complete the National Highway Transportation Safety Administration (NHTSA) certification training on the correct installation and usage of car seats.
- 4.13.3 Have a trained staff or other professional who possesses NHTSA certification accompany the delivery of car seats when reasonably available to demonstrate the correct installation and usage for the FAMILY.
- 4.13.4 Attach printed information to each car seat being delivered to a FAMILY. Printed information shall address child passenger safety and provide locations to have the car seat checked for correct installation. CONTRACTOR shall obtain child passenger safety information through [Child Passenger Safety: Get the Facts | Transportation Safety | CDC](#), Automobile Club of Southern California's "Birth to Boosters" brochures,

or other resources.

Placement Preparation Services

- 4.14 ADMINISTRATOR shall send CONTRACTOR a written referral, via facsimile or secure email, identifying home repairs and/or modifications necessary to comply with State requirements prior to placing a child in the home. Placement preparation needs may include, but are not limited to, purchase and installation of pool/spa safety barriers, window repairs, other home repairs, and smoke/carbon monoxide alarms.
- 4.15 Placement preparation services shall consist of, but not be limited to, CONTRACTOR making referrals to local businesses for work estimates and submit the estimates to ADMINISTRATOR for approval of work and funding authorization.
- 4.16 CONTRACTOR shall assist with coordination of the work as approved by ADMINISTRATOR.
- 4.17 Placement preparation requests must be filled within timeframes specified on the referral.
5. ADDITIONAL CONTRACTOR RESPONSIBILITIES
- CONTRACTOR shall:
- 5.1.1 Provide services in a manner consistent with trauma informed practice.
- 5.1.2 CONTRACTOR shall provide services that are culturally responsive.
- 5.1.3 Develop and maintain a list of community-based resources that are culturally and linguistically appropriate for at-risk FAMILIES and represent all of Orange County FAMILIES. The resource lists shall include, but are not limited to, Family Resource Centers and community-based organizations; emergency assistance (food, clothing, legal aid, financial assistance, and housing/shelters); substance abuse services and counseling services; employment and job training programs; medical and dental care; and childcare and respite resources.
- 5.1.4 Provide FAMILY with a listing of community resources including, but not

limited to, Family Resource Centers; food banks; and offices to apply for the Woman, Infant and Children (WIC) program and other government assistance programs, at the time of contact with the FAMILY.

- 5.1.5 Document each request for goods or linkage to resources at the time of the request.
- 5.1.6 Provide written confirmation regarding resources provided to FAMILY to the SSW within three (3) business days of delivery.
- 5.1.7 Evaluate basic needs and placement preparation requests and response times to fill requests based on status reports as requested by ADMINISTRATOR to address deficiencies in service.
- 5.1.8 Develop and maintain on a weekly basis, a database of donated items in inventory at the warehouse storage site.
- 5.1.9 Maintain separate databases for purchased inventory and community-based donations.

5.2 Special Incident Reporting Requirements

- 5.2.1 In the event of a special incident, CONTRACTOR shall make telephone contact with SSW, SSW's supervisor, or the CFS Officer of the Day, Monday through Friday from 8:00 a.m. to 5:00 p.m. no later than three (3) hours after the incident (voicemail is not acceptable) in the event of any incident of unusual, aggressive, or high-risk behavior by a FAMILY member, or any unusual incident experienced by CONTRACTOR as directly related to this Contract, or if there are any injuries suffered by any party in the delivery of services to a FAMILY.
- 5.2.2 Should the incident occur after hours or on weekends, the CONTRACTOR shall leave a voice message for the SSW, the SSW's supervisor and notify Orangewood Children and Family Center at (714) 935-7171.
- 5.2.3 If the incident does not meet the criteria specified in Subparagraph 5.2.1, CONTRACTOR shall notify the SSW within three (3) hours, voicemail is acceptable.

- 5.2.4 CONTRACTOR shall document the incident by completing the Special Incident Report form provided by SSA. CONTRACTOR shall submit the Special Incident Report to SSW, ADMINISTRATOR and Resource Development and Management within one (1) business day of the incident and must place a copy in the FAMILY's case file.
- 5.2.5 CONTRACTOR shall advise the SSW when there is a reason to believe the FAMILY may be under the influence of drugs and/or alcohol.
- 5.2.6 CONTRACTOR shall assist eligible FAMILY/FAMILIES facing homelessness utilizing the County of Orange Rapid Re-Housing strategies to provide financial assistance, housing counseling, and case management.
- 5.2.7 CONTRACTOR shall appear and testify at Juvenile Court hearings, when subpoenaed or requested by SSA.

6. FAMILY CASE RECORDS

- 6.1 CONTRACTOR shall maintain all SSA client records in a single Orange County location.
- 6.2 CONTRACTOR shall maintain case records on each FAMILY which shall include, but not be limited to:
 - 6.2.1 Referral from ADMINISTRATOR and any referral documentation provided by COUNTY.
 - 6.2.2 FAMILY's name, address, phone number.
 - 6.2.3 Names, birth dates and gender of all FAMILY members.
 - 6.2.4 Ethnicity of all FAMILY members.
 - 6.2.5 Client(s) spoken language.
 - 6.2.6 Disability status of parent/caregiver served.
 - 6.2.7 Date(s) of service and/or deliveries.
 - 6.2.8 Date(s) of contacts or attempted contacts with CFS staff and referred FAMILIES.
 - 6.2.9 Records indicating donated items and referrals to community resources that are given to each FAMILY.

6.3 All FAMILY records, as well as the database for warehouse inventory, shall be retained at CONTRACTOR's warehouse office at the address indicated in Subparagraph 11.1 of this Attachment A or as otherwise agreed to pursuant to Subparagraph 11.3 of this Attachment A.

7. WORKLOAD STANDARDS

7.1 CONTRACTOR's workload standards are as follows:

7.1.1 Ninety-five percent (95%) of emergent requests shall be filled within three (3) business days. CONTRACTOR shall obtain ADMINISTRATOR's approval for an extension.

7.1.2 Eighty percent (80%) of non-emergent requests shall be filled within ten (10) business days.

8. REPORTS

8.1 CONTRACTOR shall submit to ADMINISTRATOR, a monthly Workload Standards Report on a form provided by ADMINISTRATOR, by the tenth (10th) calendar day of each month for the preceding month, which shall include the following information:

8.1.1 Number of referrals received.

8.1.2 Number of referrals completed.

8.1.3 Number of referrals partially filled.

8.1.4 Number of referrals unfilled.

8.1.5 Program of referring SSW.

8.1.6 Emergent items delivered in three (3) business days or less, emergent items delivered in more than three (3) business days with ADMINISTRATOR's approval and total number of emergent items delivered.

8.1.7 Non-Emergent items delivered in ten (10) business days or less, non-emergent items delivered in more than ten (10) business days with ADMINISTRATOR's approval and total number of non-emergent items delivered.

- 8.1.8 Total number of all requests delivered.
- 8.1.9 Requests filled exclusively through donations and existing community resources.
- 8.1.10 Requests filled exclusively through purchase(s).
- 8.1.11 Requests filled through a combination of donations, existing community resources and purchase(s).
- 8.1.12 Number of items declined by FAMILIES.
- 8.1.13 Number of contacts made to keep community resource information current.
- 8.1.14 Number of presentations made to maintain ongoing donations.
- 8.1.15 Total dollar value of donations received.
- 8.1.16 Number of items procured through donation, community resources and/or purchase.

8.2 Additional Reports

- 8.2.1 Upon request, reports to referring SSW identifying the resources provided to each FAMILY.

9. MEETINGS

9.1.1 If requested by ADMINISTRATOR, CONTRACTOR's direct service staff shall be required to participate in Child-Family Team (CFT) meetings and other meetings to benefit the FAMILY at SSA's request. These meetings may occur at a location other than CONTRACTOR's facility.

9.1.2 CFT meetings are a family-centered, strength-based, collaborative process to develop a plan of care in the best interest and protection of the child and familial supports. Participants are determined by the SSW which may include a varied multi-disciplinary team of COUNTY, community, familial and/or contracted service providers.

9.2 CONTRACTOR shall attend other meetings, as requested by ADMINISTRATOR.

10. UTILIZATION REVIEW

10.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually

to review and evaluate a random selection of family case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. FAMILY cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

10.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 11 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

10.2.1 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's CFS staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of CFS for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Contract.

11. FACILITIES

11.1 Administrative services under this Contract shall be provided at:

Administrative Office:

1940 E. Deere Avenue, Suite 100

Santa Ana, CA 92705

CONTRACTOR Warehouse:

7281 Garden Grove Boulevard, Unit D

Garden Grove, CA 92841

11.2 Storage of basic needs and placement preparation items under this Attachment A shall be provided at CONTRACTOR's warehouse facility.

11.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the

facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

12. BUDGET

12.1 The annual budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

<u>SALARIES</u>	FTE ⁽¹⁾	Max. Hourly Rate ⁽²⁾	Position Type ⁽³⁾	Annual Budget
Program Supervisor	1.00	\$34.00	D	
Lead Truck Driver (English/Spanish)	1.00	\$17.56	D	
Truck Driver	1.00	\$17.06	D	
Scheduler (English/Spanish)	1.00	\$17.56	D	
Paraprofessional (English/Spanish)	1.00	\$18.69	D	
Chief Program Officer	0.05	\$65.00	A	
STAFFING SUBTOTAL				\$221,840
STAFFING BENEFITS (25%)⁽⁴⁾				<u>\$52,955</u>
TOTAL STAFFING SALARIES AND BENEFITS				\$274,795
TOTAL SERVICES AND SUPPLIES ⁽⁵⁾				\$13,150
TOTAL OPERATING EXPENSES ⁽⁶⁾				\$413,086
<u>INDIRECT COSTS (17.82%) ⁽⁷⁾</u>				\$48,969
IN-KIND MATCH AND IN-KIND VOLUNTEER HOURS⁽⁸⁾				<u>\$75,000</u>
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$825,000
LESS IN-KIND MATCH				<u>(\$75,000)</u>
TOTAL ANNUAL MAXIMUM OBLIGATION				\$750,000

⁽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 Contract. 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 for under the terms of this Contract, regardless of the number of hours actually worked.

- (2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (3) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.
- (4) Employee Benefits include health insurance; dental insurance; life insurance; vision insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, Workers’ Compensation Tax, based on currently prevailing rates; 401k retirement plans 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. The overall benefit rate shall not exceed twenty-five percent (25%) of the actual salary expense claimed.
- (5) Services and supplies include independent audit, office expenses, program expenses, telephone and mileage (limited to the amount allowed by IRS).
- (6) Operating expenses include facility lease/rental, equipment lease/rental, computer repairs/maintenance, utilities, insurance, vehicle rental/fuel charges, printing and promotions and basic needs goods to families.
- (7) Indirect cost includes administrative cost not directly charged to the program including accounting, Human Resources, Information Technology, management and administrative support. Indirect costs are based on 17.82% of actual allowable costs for salaries and employee benefits. In the event the indirect cost rate is

reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

- (8) In-Kind Match includes a minimum of one hundred (100) volunteer hours at \$15.50 per hour (\$1,550) to perform duties similar to the Warehouse Support; the balance of the match includes in-kind support from goods, salaries, benefits, and operating costs.
- 12.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.
- 12.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 12.4 In the event the budget shown in Subparagraph 12.1 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the contract term, 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, 2023, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget

beginning on July 1st of each Contract year shall be identical to the most recently modified annual budget.

13. STAFFING REQUIREMENTS

13.1 CONTRACTOR shall provide training and maintain a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. If FAMILY contact is required to obtain the required documentation or provide services, CONTRACTOR shall provide translation services for languages needed so that all FAMILIES are provided services in their primary language.

13.2 Direct service staff are required to be fluent in and possess the ability to prepare written reports in English. In addition, it is preferred that direct service staff be proficient in the ability to speak and write in the specified second language (i.e., English, Spanish, or Vietnamese).

13.3 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the population to be served identified in Attachment A.

13.4 Proof of education and experience may be required by ADMINISTRATOR. Any exceptions to minimum qualifications will require pre-approval in writing from ADMINISTRATOR.

13.5 CONTRACTOR shall provide the following described staff positions:

13.5.1 Program Supervisor

Duties

13.5.1.1 Responsible for the direct supervision and coordination of basic needs and placement preparation services program and staff, including the Truck Drivers, Scheduler and Paraprofessional; completion of monthly reports/other paperwork requirements;

and tracking/distribution of referrals.

13.5.1.2 Negotiate pricing and ensure quality of the products purchased and provided to FAMILIES.

13.5.1.3 Facilitate bi-monthly program meetings, staff trainings, and case reviews.

13.5.1.4 Ensure program accountability, including program implementation and development of program evaluations, as needed.

13.5.1.5 Co-responsible for tabulating and tracking monthly statistics.

13.5.1.6 Compile and review twice annually SSW satisfaction survey results and report to CONTRACTOR as requested.

13.5.1.7 Represent CONTRACTOR at ADMINISTRATOR's meetings, as necessary.

13.5.1.8 Responsible for Contract compliance.

Qualifications

13.5.1.9 Bachelor's degree in psychology, sociology, social work, or a related field; or a minimum of five (5) years of experience supervising a similar program.

13.5.1.10 Minimum of two (2) years of supervisory experience in the human services field.

13.5.2 Lead Truck Driver

Duties

13.5.2.1 Primary driver of company vehicles.

13.5.2.2 Pick-up and delivery of donated items to the warehouse.

13.5.2.3 Delivery of basic needs and placement preparation requests directly to FAMILIES or to SSWs.

13.5.2.4 Provide each FAMILY with a community resource guide upon delivery of basic needs and placement preparation items.

13.5.2.5 Provide each FAMILY with a survey postcard upon completion of delivering basic needs and placement preparation items.

- 13.5.2.6 At minimum, meet monthly with CONTRACTOR's program staff on any issues that need to be addressed.
- 13.5.2.7 Maintain basic needs and placement preparation items in the warehouse.
- 13.5.2.8 Track vehicle maintenance.
- 13.5.2.9 Provide support to Truck Driver.

Qualifications

- 13.5.2.10 High school diploma or equivalent.
- 13.5.2.11 California Class C driver license, with no serious traffic violations.
- 13.5.2.12 Current auto liability insurance.
- 13.5.2.13 Car seat technician certification.
- 13.5.2.14 Ability to lift up to seventy-five (75) lbs.
- 13.5.2.15 Strong customer service skills.
- 13.5.2.16 Bilingual in Spanish is required.

13.5.3 Truck Driver

Duties

- 13.5.3.1 Pick-up and delivery of donated items to the warehouse.
- 13.5.3.2 Delivery of basic needs and placement preparation requests directly to FAMILIES or to SSWs.
- 13.5.3.3 Provide each FAMILY with a community resource guide upon delivery of basic needs and placement preparation items.
- 13.5.3.4 Provide each FAMILY with a survey postcard upon completion of delivering basic needs and placement preparation items.
- 13.5.3.5 At minimum, meet monthly with CONTRACTOR's program staff on any issues that need to be addressed.
- 13.5.3.6 Maintain basic needs and placement preparation items in the warehouse.
- 13.5.3.7 Track vehicle maintenance.

Qualifications

- 13.5.3.8 High school diploma or equivalent.
 - 13.5.3.9 California Class C driver license, with no serious traffic violations.
 - 13.5.3.10 Current auto liability insurance.
 - 13.5.3.11 Car seat technician certification.
 - 13.5.3.12 Ability to lift up to seventy-five (75) lbs.
 - 13.5.3.13 Strong customer service skills.
- 13.5.4 Scheduler

Duties

- 13.5.4.1 Process referrals received from SSA.
- 13.5.4.2 Responsible for maintaining inventory database and updating electronic referral system.
- 13.5.4.3 Answer incoming phone calls and provide administrative support.
- 13.5.4.4 Process incoming basic needs and placement preparation items.

Qualifications

- 13.5.4.5 High school diploma or equivalent.
 - 13.5.4.6 Minimum of one (1) year of experience in an office-based setting.
 - 13.5.4.7 Knowledge of Microsoft Office.
 - 13.5.4.8 California Class C driver license.
- 13.5.5 Paraprofessional

Duties

- 13.5.5.1 Make presentations to community organizations to generate in-kind donations, coordinate outreach efforts to build a base of steady donors, and develop community resource linkages.
- 13.5.5.2 Responsible for maintaining inventory database and updating electronic referral system.

13.5.5.3 Complete SSW and client satisfaction surveys.

13.5.5.4 Assist with delivery of basic needs and placement preparation items to FAMILIES and/or SSW.

Qualifications

13.5.5.5 Bachelor's degree in psychology, sociology, social work, business, or related field.

13.5.5.6 Minimum of six (6) months of experience in the human service field providing direct services to children and/or families.

13.5.5.7 Department of Motor Vehicles clearance.

13.5.5.8 California Class C driver license.

13.5.5.9 Bilingual in Spanish is required.

13.5.6 Chief Program Officer

Duties

13.5.6.1 Responsible for the daily oversight of operations, policies and procedures, data collection and program evaluation.

13.5.6.2 Provide direct support to Program Supervisor.

Qualifications

13.5.6.3 Master's degree in psychology, mental health, social work, organizational management or a related field.

13.5.6.4 Minimum of five (5) years of experience in the administration of a community-based organization or equivalent.

14. TRAINING

14.1 At minimum and at no cost to COUNTY, an initial training course on child abuse and/or the effects of trauma on children, and a training course on spousal/partner abuse/domestic violence issues must be completed within six (6) months of hiring date for the following staff: Program Supervisor, Driver, and Paraprofessional. In addition, the identified staff must complete an annual refresher course on topics

that discuss child abuse or domestic violence or trauma to children.

14.2 CONTRACTOR shall send staff to COUNTY sponsored training, as requested by SSA.

14.3 SSA reserves the right to approve training topics eligible for reimbursement under this Contract.

14.4 Paraprofessional staff shall complete the NHTSA certification training in the proper installation of a car seat and shall demonstrate correct installation and usage for caregivers when accompanying the delivery of car seats.

15. QUALITY ASSURANCE/QUALITY CONTROL

15.1 CONTRACTOR shall use a quality management system to track basic needs and placement preparation items, including inventory, delivery of items, and length of time from receipt of request to delivery.

15.2 CONTRACTOR, on a monthly basis shall evaluate the basic needs and placement preparation services by conducting satisfaction surveys to FAMILIES receiving basic needs and placement preparation services.

15.3 To ensure FAMILY and SSW satisfaction with service delivery, CONTRACTOR shall:

15.3.1 Upon completion of delivering basic needs items or upon completion of placement preparation services, driver, or other delegate of CONTRACTOR shall provide a client satisfaction survey to recipient of basic needs goods and/or placement preparation services.

15.3.2 If not otherwise mailed or completed electronically, completed client satisfaction surveys shall be collected by driver, or other delegate of CONTRACTOR, and placed in the provided sealed envelope.

15.3.3 Should the recipient request to mail the completed survey CONTRACTOR shall provide the recipient a postage paid envelope.

15.4 CONTRACTOR shall contact a minimum of ten (10) FAMILIES monthly to follow up with client satisfaction surveys. CONTRACTOR shall provide

ADMINISTRATOR with completed client satisfaction surveys on a monthly basis.

- 15.5 Contact the SSW within ten (10) business days of delivering items to determine whether the items are meeting the needs of FAMILY.
- 15.6 Survey a random selection of five (5) referring SSWs monthly to obtain responses to SSW satisfaction survey. CONTRACTOR shall provide ADMINISTRATOR with completed satisfaction surveys of SSWs on a monthly basis.