



Domestic Violence Program Agreement

COUNTY OF ORANGE

THIS AGREEMENT, dated for identification July 1, 2007, between the County of Orange, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR," consists of forty-nine (49) sections, and nine (9) exhibits: **A.** General Program Requirements, **B.** Statement of Work, **C.** Performance Standards, **D.** Budget Schedule **E.** Drug-Free Workplace Certification, **F.** Suspension & Debarment Certification **G.** Certification Regarding Lobbying, **H.** Disclosure Form to Report Lobbying, and **I.** EDD Independent Contractor Reporting Requirements.

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EXHIBITS

- A General Program Requirements
- B Statement of Work
- C Performance Standards
- D Budget Schedule
- E Drug-Free Workplace Certification
- F Suspension and Debarment Certification
- G Certification Regarding Lobbying
- H Disclosure Form to Report Lobbying
- I EDD Independent Contractor Reporting Requirements

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WITNESSETH:

WHEREAS, funds provided under this Agreement are received by COUNTY pursuant to the Domestic Violence Centers Act, Welfare and Institutions Code Section 18290 et seq., Government Code Sections 26840.7 and 26840.8, section 1203.097 (5) of the Penal Code and as amended through California A.B. 352, Chapter 431; and,

WHEREAS, COUNTY, by Minute Order dated _____, a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part thereof as if fully set forth, has appropriated a portion of its Domestic Violence Programs Special Fund in the amount of (\$)_____, to engage CONTRACTOR to provide certain services contained in its Program Proposal; and

WHEREAS, the Housing and Community Services Department’s Director or designee (hereinafter referred to as “DIRECTOR”) and the Housing and Community Services Department – Community Investment Division’s (CID) Director or designee (hereinafter referred to as “COORDINATOR”), are responsible for the administration and coordination of the County’s Domestic Violence Program;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

The effective term of this Agreement is from July 1, 2007 to June 30, 2008. No charges to this Agreement shall be made except for services rendered during the effective term hereof.

The term of this Agreement shall commence on July 1, 2007 and terminate on June 30, 2008 subject to the provisions of Sections 14, 39 and 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one (1) year, provided that COUNTY’s maximum obligation as stated in Subparagraph 17(b) of this Agreement does not increase as a result, and on

1 the same terms and conditions upon mutual agreement of the parties in writing without further
2 Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions
3 contained in paragraph 41 herein.

4 **2. PURPOSE**

5 Housing and Community Services Department (HCS) works with service providers and other state
6 agencies to coordinate services to domestic violence victims. Funding is provided to support
7 eligible domestic emergency crisis shelters that provide direct services to battered women and their
8 children. Services may include a crisis hotline, emergency and transitional shelter, counseling,
9 case management, and other supportive services including transportation, child care, legal
10 advocacy and referrals.

11 **3. COMPLIANCE WITH LAW**

12 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements
13 of the following, whether or not otherwise referred to in this Agreement:

- 14 (a) CONTRACTOR acknowledges that the funds being provided by COUNTY are funds received
15 by COUNTY pursuant to the Domestic Violence Centers Act, Welfare and Institutions Code
16 Section 18290 et seq., Penal Code section 1203.097 (5); and that CONTRACTOR must
17 expend these funds in accordance with said law, in particular Sections 18293 through 18298
18 of Domestic Violence Centers Act, Welfare and Institutions Code inclusive, and all pertinent
19 regulations by agencies of the State Government;
- 20 (b) All applicable standards and orders and requirements issued under section 306 of the Clean
21 Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations
22 in contracts in excess of \$100,000;
- 23 (c) All mandatory standards and policies relating to energy efficiency as particularized in the state
24 Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S.
25 Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter
26 amended;

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable COUNTY policies, procedures and directives;
- (f) All applicable local ordinances and requirements, including use permits and licensing;
- (g) Court orders applicable to contractors; and
- (h) The terms and conditions of this Agreement.

With the exception of Section (h), if any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify COORDINATOR after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

4. NONDISCRIMINATION AND COMPLIANCE PROVISIONS

- (a) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI 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 Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- (b) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- 1 (c) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not
2 deny the Agreement's benefits to any person on the basis of race, ancestry, national origin,
3 religion, color, ethnic group identification, sex, age, mental or physical disability (including
4 HIV and AIDS), medical condition (including cancer), marital status, denial of family care
5 leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow
6 harassment against any employee or applicant for employment because of race, ancestry,
7 national origin, religion, color, ethnic group identification, sex, age, mental or physical
8 disability (including HIV and AIDS), medical condition (including cancer), marital status,
9 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the
10 evaluation and treatment of employees and applicants for employment are free from such
11 discrimination and harassment.
- 12 (d) CONTRACTOR will include the non-discrimination and compliance provisions of this
13 Section of the Agreement in all subcontracts to perform work under this Agreement.
- 14 (e) CONTRACTOR will give written notice of its obligations under this Section of the
15 Agreement to labor organizations with which CONTRACTOR has a collective bargaining or
16 other agreement.
- 17 (f) CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall
18 permit DIRECTOR access, during business hours, to books, records and accounts in order
19 to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

20 **5. STATEMENT OF WORK**

21 This Agreement is based upon the Request for Statement of Qualifications (RFSQ) released on
22 March 19, 2007 and CONTRACTOR's Domestic Violence Shelter-Based Program Statement of
23 Qualifications (SOQ) dated April 19, 2007, on file at the COUNTY offices, and the Statement of
24 Work included as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all
25 provisions, to perform all work, and to provide all services set forth in this Agreement and the
26 aforementioned Statement of Work in a professional, timely and diligent manner. The parties

1 hereto agree that concerning matters not specifically contained within the body of this Agreement,
2 the Statement of Work will be controlling.

3 **6. SERVICES**

4 CONTRACTOR agrees that those specific program components to be performed by
5 CONTRACTOR, and the activity levels to be utilized by COUNTY for program evaluation and
6 monitoring include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are
7 attached hereto and by which these references are incorporated herein and made a part thereof.
8 CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific
9 program components as set forth in this Agreement. CONTRACTOR further agrees that lack of
10 compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in Section
11 39, be grounds for COUNTY to reduce the level of payment otherwise provided under Section 17
12 (c) of the Agreement or to reduce the payment level and budget at which CONTRACTOR will be
13 funded for the remainder of the period of this agreement. Reduction for a period of less than 60
14 days may be made by the COORDINATOR. Reduction for a period in excess of 60 days shall
15 occur only as a result of action by COUNTY's Board of Supervisors.

16 **7. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

17 The parties hereto agree that those program components and service levels detailed in Exhibits
18 "A", "B", and "C" may be modified so long as the total payments under this Agreement are not
19 increased and the basic goals and objectives of the program are not altered. However, any such
20 modification shall not be made without the prior written approval of COORDINATOR.

21 **8. PERFORMANCE STANDARDS**

22 CONTRACTOR shall comply with and adhere to the performance standards and general program
23 requirements described in Welfare & Institutions Code Sections 18294 through 18298 and
24 applicable regulations as contained in Exhibits "A", "B" and "C" of this Agreement.

25 **9. SATISFACTORY WORK**

26 Services rendered hereunder are to be performed to the satisfaction of COORDINATOR.

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10. REPORTS

CONTRACTOR shall submit such reports, data and information at such times as COORDINATOR may require, and in the form COORDINATOR may require, regarding the performance of CONTRACTOR’s services, or CONTRACTOR’s activities, costs or other data. Invoices are due by the fifteenth of the month following the month expenditures were made in the format determined by the COORDINATOR. CONTRACTOR agrees to prepare and submit Quarterly Reports in the format determined by COORDINATOR. Quarterly Reports are due by October 20, January 20, April 20, and July 20 of the fiscal year covered by this Agreement. CONTRACTOR agrees to prepare and submit an Annual Report which summarizes its activities hereunder by Program Activity during the preceding fiscal year. The Annual Report shall include, but not be limited to, the total number of persons requesting services at the shelter, the number of persons served in the shelter by each type of service provided, and a description of the social and economic characteristics of persons receiving services by the type of service provided during the preceding fiscal year. The Annual Report is due August 1, 2008. All invoices and reports submitted by CONTRACTOR may be made public upon request.

11. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. 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 Agreement, 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 COORDINATOR.

12. INDEPENDENT CONTRACTOR

1 CONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an
2 independent contractor and that it is in no way an agent of COUNTY, nor shall its employees be
3 entitled to any personnel benefits of COUNTY whatsoever.

4 **13. SUBCONTRACTS/ASSIGNMENTS**

5 None of the duties of, or work to be performed by CONTRACTOR, under this Agreement, shall be
6 sub-contracted or assigned to any agency, consultant, or person without the prior written consent
7 of COUNTY. No subcontract or assignment shall terminate or alter the legal obligations of
8 CONTRACTOR pursuant to this Agreement. CONTRACTOR shall insure that all subcontracts for
9 services and contracted staff are procured in a manner consistent with Federal and Local
10 guidelines. Description of the intended method of procurement must be included as part of the
11 budget which is included as Exhibit D of this Agreement. CONTRACTOR shall itemize all sub-
12 contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and
13 spent by each subcontractor. By entering into this Agreement, CONTRACTOR agrees that it is the
14 provider of direct services. All subcontracts must be in writing and copies of same shall be
15 provided to DIRECTOR within thirty (30) days of execution. CONTRACTOR shall include in each
16 subcontract any provision DIRECTOR may require.

16 **14. CONTINGENCY OF FUNDS**

17 CONTRACTOR understands that funding for this Agreement is exclusively through imposition of a
18 fee collected by the County Clerk at the time of issuance or filing of marriage license and marriage
19 certificates, pursuant to Government Code Sections 26840.7 and 26840.8; section 18305 of the
20 Welfare and Institutions Code and that portion of the mandatory sentencing statute funds that are
21 set forth in Section 1203.097(5) of the Penal Code batterer's fees. CONTRACTOR further
22 understands any COUNTY funds to be disbursed, in accordance with this Agreement, is based
23 upon projection and estimate. CONTRACTOR agrees that this Agreement and COUNTY's
24 obligation to disburse funds in accordance therewith are subject to both inclusion of sufficient
25 funding in the Budget adopted by COUNTY's Board of Supervisors for the fiscal year covered by

1 this Agreement and actual receipt of such funds by COUNTY. In the event that COUNTY does not
2 appropriate sufficient funds or does not receive that amount which has been appropriated for the
3 Domestic Violence Programs Special Fund, or in the event that experience demonstrates that
4 COUNTY's projections and estimates of amounts which will be generated by marriage license
5 certificates fees and batterer's fees are erroneous, CONTRACTOR shall be required, at the option
6 of COUNTY, to renegotiate funding and service levels, or in the alternate, the monthly payments
7 called for in Section 17 may be reduced or adjusted accordingly by COUNTY. Reduction or
8 adjustment of funding, pursuant to this section, shall be made in accordance with the procedures
9 set forth in Section 6, but shall not require a determination that CONTRACTOR has not met activity
10 levels required by this Agreement. CONTRACTOR agrees and understands that in no event will
11 any of COUNTY's obligations of this Agreement be funded with County General Fund monies and
12 that said obligations may only be funded from, and that COUNTY may only resort to, its Domestic
13 Violence Programs Special Programs Fund.

13 **15. BUDGET SCHEDULE**

14 CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in
15 accordance with the Budget Schedule, a copy of which is attached hereto as Exhibit "D", and which
16 by this reference is incorporated herein and made a part hereof as if fully set forth.

17 **16. MODIFICATION OF BUDGET SCHEDULE**

- 18 (a) Budget Categories - The Budget Schedule consists of program and administration activities
19 with the following main budget categories: Personnel Salaries, Benefits, Operations,
20 Miscellaneous Client Fees (including supportive services), Equipment - \$5,000 and over,
21 Equipment - (\$1-\$4,999) Computer Related, Equipment - (\$1-\$4,999) Non-Computer
22 Related, and Other.
- 23 (b) Transfer - Upon written approval of COORDINATOR, CONTRACTOR shall have the
24 authority to transfer allocated program funds from one (1) category of the overall program
25 budget to any other category of the overall program budget, as long as the contract amount

1 is not increased and the basic goals and objectives of the program are not altered. No such
2 transfer may be made without the express prior written approval of COORDINATOR.

- 3 (c) New Budget Categories - A modification of the Budget may include the addition of any new
4 budget category. Approval of the Budget Modification by COORDINATOR includes
5 approval of the new Budget Category.

6 **17. PAYMENTS BY COUNTY**

7 Upon the effective date of this Agreement, COUNTY agrees to make payments in accordance with
8 the following procedures:

9 (a) Monthly Payments

10 Expenses must be rendered between July 1, 2007 and June 30, 2008.

11 (b) Invoices

12 Beginning August 1, 2007, upon receipt and approval by COUNTY of CONTRACTOR's
13 invoice, COUNTY shall make payments in arrears based on the following:

- 14 (1) CONTRACTOR's invoice shall not exceed 10% of CONTRACTOR's annual
15 contracted amount at any given month and is subject to the availability of revenue
16 collected by the COUNTY for the Domestic Violence Program. In the event that the
17 Domestic Violence Program revenues collected by the COUNTY are insufficient to
18 fully cover the CONTRACTOR's monthly invoice, the COUNTY shall pro rate the
19 invoice and remit funds that are available based on a formula of CONTRACTOR's
20 number of beds to overall total shelter beds being funded through the program
21 contained herein.

- 22 (2) No payments will be made if any reports or invoices that CONTRACTOR previously
23 was required to submit are still outstanding. All invoices to COUNTY for services by
24 CONTRACTOR shall be in the format indicated and approved by COORDINATOR.
25 COORDINATOR may revise the format as necessary.

- 1 (3) No payments will be made for services rendered after June 30, 2008. Invoices are
2 due the twentieth (20th) of the month following the month expenditures were made.
3 The final invoice for any fiscal year must be received by COUNTY no later than
4 thirty (30) days after the end of that fiscal year.

5 **18. FISCAL ACCOUNTABILITY**

6 (a) Financial Management System.

7 CONTRACTOR shall establish and maintain a sound financial management system, based
8 upon generally accepted accounting principles. CONTRACTOR's system shall provide
9 fiscal control and accounting procedures that will include the following:

- 10 (1) Information pertaining to subgrant and contract awards, obligations, unobligated
11 balances, assets, expenditures, and income;
12 (2) Effective internal controls to safeguard assets and assure their proper use;
13 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and
14 contract;
15 (4) Source documentation to support accounting records; and
16 (5) Proper charging of costs and cost allocation.

17 (b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- 18 (1) Permit preparation of required reports;
19 (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds
20 have not been used in violation of the applicable restrictions on the use of such
21 funds; and,
22 (3) Permit the tracking of program income, or profits earned, and any costs incurred
23 (such as stand-in costs) that are otherwise allowable except for funding limitations.

24 (c) Costs Charged. Costs shall be charged to this contract only in accordance with applicable
25 portions of sections 18290 et seq., of the Domestic Violence Centers Act, Welfare and
26 Institutions Code.

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19. PROGRAM INCOME

All revenues in excess of costs for each program which have been properly earned, including program in trust, are to be treated as program income. The CONTRACTOR shall be responsible for tracking all contract revenues and expenditures pursuant to this Agreement.

20. ANNUAL AUDIT

(a) Independent Audit: Following each County Fiscal Year covered by this Agreement, CONTRACTOR shall independently arrange for an audit of its use during the preceding County Fiscal Year of Domestic Violence funds received from COUNTY. Said audit shall contain a final reconciliation of CONTRACTOR's actual revenues and expenses compared to the Budget Schedule (Exhibit D) for said County Fiscal Year, pursuant to 16 California Code of Regulations Section 3642. Said audit shall describe and assess CONTRACTOR's fiscal practices and status. CONTRACTOR shall submit two (2) copies of such audit report to COORDINATOR within thirty (30) days after the date received by CONTRACTOR.

(b) State Audit: Pursuant to, and in accordance with, Government Code Section 8546.7, in the event this Agreement provides for expenditures of public funds in excess of ten thousand dollars (\$10,000), the parties shall be subject to an examination and audit by the State Auditor for a period of three (3) years after final payment under this Agreement.

21. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning

1 employees and shelter residents and entering any premises or onto any site in which any of
2 the services or activities funded hereunder are conducted or in which any of the records of
3 CONTRACTOR are kept. Nothing herein shall be construed to require access to any
4 privileged or confidential information as set forth in federal or state law. In the event
5 CONTRACTOR does not make the above-referenced documents available within the
6 County of Orange, California, CONTRACTOR agrees to pay all necessary expenses
7 incurred by COUNTY in conducting any audit at the location where said records and books
8 of account are maintained.

9 (b) Records:

10 (1) CONTRACTOR records shall include a separate accounting of all revenues
11 received and expenditures made under this Agreement, as well as any match
12 provided by CONTRACTOR.

13 (2) CONTRACTOR further agrees that it shall make all its records pertaining to this
14 Agreement available to COUNTY at a location within Orange County, California,
15 during regular business hours for the purpose of auditing, and shall furnish clerical
16 assistance for this purpose to COUNTY as required. Pursuant to and in accordance
17 with Section 8546.7 of the California Government Code, the parties shall be subject
18 to the examination and audit of the State Auditor for a period of three (3) years after
19 final payment under this Agreement.

20 (c) Records Retention.

21 All financial records shall be retained for a minimum of four years after the expiration of this
22 Agreement; signed personnel time sheets for volunteers and employees shall be
23 maintained a minimum of two years after the expiration of this Agreement; and all other
24 statistical data shall be retained for a minimum of three years after the expiration of this
25 Agreement. Notwithstanding the foregoing, records which relate to (a) complaints, claims,
26 administrative proceedings or litigation arising out of the performance of this Agreement, or

1 (b) costs and expenses of this Agreement to which COUNTY or any other governmental
2 agency takes exception, shall be retained beyond the time periods set forth above until final
3 resolution or disposition of such complaints, proceedings, litigation, claims, or exceptions.

4 **22. FRAUD**

5 CONTRACTOR shall immediately report all suspected or known instances and facts concerning
6 possible fraud, abuse or criminal activity under this Agreement.

7 **23. MODIFICATIONS/CHANGE ORDERS**

8 (a) By COORDINATOR.

9 (1) COORDINATOR may at any time, by written order to CONTRACTOR, make
10 changes within the general scope of this Agreement, in the definition of services and
11 tasks to be performed, the manner in which services are performed, the time and
12 place of performance thereof and additional related provisions. Such change orders
13 may be made when necessitated by changes in COUNTY operations, policy or
14 performance, the operations, policy or performance of CONTRACTOR, or changes
15 in applicable statutes, regulations or State of California, federal or local mandates or
16 directives.

17 (2) CONTRACTOR shall be notified by COORDINATOR in advance of such change
18 orders and CONTRACTOR may be required to submit a program or budget
19 modification request in response to change orders which significantly alter
20 CONTRACTOR's Statement of Work.

21 (b) By DIRECTOR

22 Modifications in the price of CONTRACTOR's services in an amount that do not increase or
23 decrease the price of this Agreement when originally executed, by 10%, may be made by
24 the DIRECTOR. Modifications in excess of 10% of the original Agreement price, and
25 modifications that materially alter either parties' obligations hereunder must be approved by
26 the COUNTY's Board of Supervisors.

- 1 (1) CONTRACTOR and COUNTY shall make a good faith effort to reach an agreement
2 with respect to change orders which affect the price of services under the contract.
3 CONTRACTOR's protest or failure to agree to the amount of any adjustment to be
4 made as a result of a change order shall be a dispute for which an appeal may be
5 made pursuant to Section 40 of this Agreement.
- 6 (2) Notwithstanding the foregoing, the price of services under this Agreement shall not
7 be increased except by written modification of this Agreement indicating the new
8 services and price of this Agreement, if applicable.
- 9 (3) Until the parties reach agreement, CONTRACTOR shall not be obligated to assume
10 increased performance under the change order beyond the limitation of funds
11 established within this Agreement.

12 (c) By CONTRACTOR

- 13 (1) CONTRACTOR may request changes in the scope of performance or services
14 under this Agreement, by submitting a written request to COORDINATOR
15 describing the request and the impact on CONTRACTOR's Proposal, Statement of
16 Work and Budget Schedule. COORDINATOR will review the request and respond
17 within ten (10) business days. Requests shall be reviewed in light of all Community
18 Investment Division program activities. COORDINATOR'S decision whether to
19 approve the request or request Board of Supervisors' approval shall be final.
- 20 (2) The DIRECTOR may approve a request that meets all of the following criteria:
- 21 ▪ The request does not increase or decrease the total amount of the funds
22 allocated for the individual programs affected by 10% from the amount specified
23 in Exhibit D of this Agreement, when it was originally executed.
 - 24 ▪ It does not materially change other terms of this Agreement; and
 - 25 ▪ It is supported by adequate consideration to COUNTY.
- 26 Board of Supervisors' action is necessary to approve a request from

1 CONTRACTOR that does not satisfy all of the criteria listed above.

2 (3) Upon written approval of COORDINATOR, CONTRACTOR shall have the authority
3 to transfer allocated funds from one (1) category of the overall program budget to
4 any other category of the overall program budget, and between Subparagraph 17
5 (b)(1), (b)(2) and (b)(3) as long as the amount of the total grant is not increased and
6 the basic goals and objectives of the program are not altered. No such transfer may
7 be made without the express prior written approval of COORDINATOR.

8 (4) In the event additional funding stream(s) become available, CONTRACTOR and
9 COORDINATOR shall negotiate the apportionment of such additional funds
10 between Subparagraph 17 (b)(1), (b)(2) and (b)(3).

11 **24. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS**

12 CONTRACTOR agrees that the level of operation to be provided for under this Agreement must be
13 adequate to insure the maximum utilization of the services by the public and that use of the
14 services shall be granted to all residents of the COUNTY on the same conditions as granted to the
15 residents of the target areas who use the services.

16 **25. COMPLAINT HANDLING PROCEDURES**

17 CONTRACTOR shall comply with the "Complaint Handling Procedures", a copy of which is
18 available from the COORDINATOR. CONTRACTOR shall advise participants of their right to file
19 complaints and of the procedures for resolution of any complaints. CONTRACTOR shall follow
20 COUNTY's procedures for handling complaints which is available from the COORDINATOR for
21 alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the
22 State or the Federal government relating to the complaint shall be binding on CONTRACTOR.

23 **26. CONFIDENTIALITY**

24 Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable,
25 maintain the confidential nature of information provided to it concerning clients in accordance with
26 the requirements of federal and State law. However, CONTRACTOR shall submit to COUNTY, the

1 State of California and/or the United States government or their representatives, all records
2 requested for administrative purposes, including audit, examinations, monitoring and verification of
3 reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

4 **27. PROPERTY AND EQUIPMENT**

5 For purposes of this Agreement, EQUIPMENT is defined as any item whose unit cost is \$5,000 or
6 greater, including tax, shipping, handling and set up. No items of EQUIPMENT may be purchased
7 with funds provided under this Agreement. PROPERTY is defined as land and buildings and
8 permanent improvements to land or buildings. No PROPERTY may be purchased with funds
9 provided under this Agreement.

10 **28. INDEMNIFICATION**

11 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and
12 hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
13 districts and agencies which COUNTY's Board of Supervisors acts as the governing Board
14 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
15 including but not limited to personal injury or property damage, arising from or related to the
16 services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.
17 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
18 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
19 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
20 Neither party shall request a jury apportionment.

21 **29. INSURANCE**

22 (a) Prior to the provision of services under this contract, the CONTRACTOR agrees to purchase
23 all required insurance at CONTRACTOR's expense and to deposit with the County
24 Certificates of Insurance, including all endorsements required herein, necessary to satisfy the
25 COUNTY that the insurance provisions of this contract have been complied with and to keep

1 such insurance coverage and the certificates therefore on deposit with the COUNTY during
2 the entire term of this contract. In addition, all subcontractors performing work on behalf of
3 CONTRACTOR pursuant to this contract shall obtain insurance subject to the same terms
4 and conditions as set forth herein for CONTRACTOR.

5 (b) All insurance policies required by this contract shall declare any deductible or self-insured
6 retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall
7 specifically be approved by the County Executive Office (CEO)/Office of Risk Management.
8 CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any
9 self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of
10 Insurance.

11 (c) If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term
12 of this contract, the COUNTY may terminate this contract.

13 (d) Qualified Insurer

- 14 (1) The policy or policies of insurance must be issued by an insurer licensed to do
15 business in the state of California (California Admitted Carrier).
- 16 (2) Minimum insurance company ratings as determined by the most current edition of the
17 **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be
18 A- (Secure Best's Rating) and VIII (Financial Size Category).
- 19 (3) If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk
20 Management retains the right to approve or reject carrier after a review of the
21 company's performance and financial ratings.
- 22 (4) The policy or policies of insurance maintained by the CONTRACTOR shall provide the
23 minimum limits and coverage as set forth below:

24 **Coverage**

Minimum Limits

1	Commercial General Liability with broad form	\$1,000,000 combined single
2	property damage and contractual liability	limit per occurrence
		\$2,000,000 aggregate
3	Automobile Liability including coverage	\$1,000,000 combined single
4	for owned, non-owned and hired vehicles	limit per occurrence
5	Workers' Compensation	Statutory
6	Employers' Liability Insurance	\$1,000,000 per occurrence
7	Sexual Misconduct Insurance	\$1,000,000 per occurrence

8 (e) All liability insurance required by this contract shall be at least \$1,000,000 combined single
9 limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy
10 shall be \$2,000,000.

11 (f) The COUNTY shall be added as an additional insured on all insurance policies required by
12 this contract with respect to work done by the CONTRACTOR under the terms of this contract
13 (except Workers' Compensation and Employers' Liability). An additional insured
14 endorsement evidencing that the COUNTY is an additional insured shall accompany the
15 Certificate of Insurance.

16 (g) All insurance policies required by this contract shall be primary insurance, and any insurance

17 (h) maintained by the COUNTY shall be excess and non-contributing with insurance provided by
18 these policies. An endorsement evidencing that the CONTRACTOR's insurance is primary
19 and non-contributing shall specifically accompany the Certificate of Insurance for the

20 (i) Commercial General Liability and Sexual Misconduct Insurance.

21 (j) All insurance policies required by this contract shall give the COUNTY 30 days notice in the
22 event of cancellation. This shall be evidenced by an endorsement separate from the
23 Certificate of Insurance. In addition, the cancellation clause must include language as
24 follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

- (k) All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- (l) The Commercial General Liability policy shall contain a severability of interests clause.
- (m) The CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The CONTRACTOR will comply with such provisions and shall furnish the COUNTY satisfactory evidence that the CONTRACTOR has secured, for the period of this contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.
- (n) If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
- (o) 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 Risk Manager as appropriate to adequately protect COUNTY.
- (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty 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.

1 (q) The procuring of such required policy or policies of insurance shall neither be construed to
2 limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
3 requirements of this Contract.

4 (r) The COUNTY Certificate of Insurance and the Special Endorsement for the County of
5 Orange can be utilized to verify compliance with the above-mentioned insurance
6 requirements in place of commercial insurance certificates and endorsements.

7 (s) Required insurance information, certification and documentation should be forwarded to:

8 **HOUSING AND COMMUNITY SERVICES DEPARTMENT/CID**
9 1300 South Grand, Building B, 3rd Floor
Santa Ana, CA 92705
Attention: Domestic Violence Team

10 **30. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

11 CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
12 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all
13 materials, data, films, tapes, etc., developed under this AGREEMENT. As a general policy,
14 COUNTY, Federal, and State governments reserve the right to authorize others to use or
15 reproduce such materials. Further, CONTRACTOR shall provide COUNTY, Federal, and State
16 governments shall have access to any report, preliminary findings or data assembled by
17 CONTRACTOR under this AGREEMENT and shall retain ownership and patent rights to any
18 discovery or invention under this AGREEMENT, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

19 **31. CORPORATE STATUS**

20 All corporate contractors shall be registered with the California Secretary of State and shall be in
21 good standing, without suspension by the California Secretary of State, Franchise Tax Board, or
22 Internal Revenue Service. Any change in corporate status or suspension shall be reported
immediately to COORDINATOR.

23 **32. STANDARDS OF CONDUCT**

- 1 (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in
2 order to maintain the integrity of this expenditure of public funds and to avoid favoritism and
3 questionable or improper conduct. This Agreement will be administered in an impartial
4 manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its
5 officers and employees, in administering this Agreement, will avoid situations which give
6 rise to a suggestion that any decision was influenced by prejudice, bias, special interest or
7 desire for personal gain.
- 8 (b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any
9 of its employees who were formerly employed by the State of California or COUNTY, in a
10 position that could have enabled such individuals to impact policy regarding or
11 implementation of programs covered by this Agreement, will not be assigned to any part or
12 phase of the activities conducted pursuant to this Agreement for a period of not less than
13 two years following the termination of such employment.
- 14 (c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any
15 executive or employee of CONTRACTOR will receive favorable treatment when considered
16 for enrollment in programs provided by, or employment with CONTRACTOR.
- 17 (d) Conducting Business Involving Close Personal Friends and Associates. Executives and
18 employees of CONTRACTOR will be particularly aware of the varying degrees of influence
19 that can be exerted by personal friends and associates and, in administering this
20 Agreement, will exercise due diligence to avoid situations which give rise to an assertion
21 that favorable treatment is being granted to friends and associates. When it is in the public
22 interest for CONTRACTOR to conduct business with a friend or associate of an executive
23 or employee of CONTRACTOR or an elected official in the area or a staff person or
24 consultant who is a member or officer of the Board of Directors or other official governing
25 body of CONTRACTOR, a permanent record of the transaction will be retained.

1 (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR,
2 elected official in the area, or any staff person or consultant who is a member or officer of
3 the Board of Directors or other official governing body of CONTRACTOR will solicit or
4 accept money or any other consideration from a third person, for the performance of an act
5 reimbursed in whole or part by CONTRACTOR or COUNTY.

6 **33. SWEATFREE CODE OF CONDUCT**

7 All contractors contracting for the procurement or laundering of apparel, garments or
8 corresponding accessories, or the procurement of equipment, materials, or supplies, other than
9 procurement related to a public works contract, declare under penalty of perjury that no apparel,
10 garments or corresponding accessories, equipment, or supplies furnished to the sweatshop labor,
11 forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or
12 exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of
13 perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California
14 Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code
15 Section 6108.

16 **34. DRUG-FREE WORKPLACE**

17 CONTRACTOR shall execute and abide by the Drug-Free Workplace Certification attached hereto
18 as Exhibit E and incorporated herein by this reference.

19 **35. DEBARMENT**

20 CONTRACTOR certifies that it is not debarred or suspended or otherwise excluded from or
21 ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part
22 98.

23 **36. SECTARIAN ACTIVITIES**

24 CONTRACTOR certifies that this Agreement does not aid or advance any religious sect, church or
25 creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school,

1 college, university, hospital or other institution controlled by any religious creed, church, or
2 sectarian denomination.

3 **37. LITERATURE**

4 Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants,
5 or the general public of its programs under this Agreement shall state that its programs are
6 supported by the COUNTY and the Housing and Community Services Department, and shall state
7 that the program is an "equal opportunity employer/program" and that "auxiliary aids and services
8 are available upon request to individuals with disabilities."

9 **38. LOBBYING**

10 CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying,"
11 which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR
12 shall complete and immediately forward to HCS the "Disclosure Form to Report Lobbying," a copy
13 of which is attached hereto as Exhibit "H", if CONTRACTOR, or any person, firm or corporation
14 acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee,
15 elected official or agency with respect to this Agreement or the funds to be received by
16 CONTRACTOR pursuant to this Agreement.

17 **39. BREACH - SANCTIONS**

18 If, through any cause, CONTRACTOR violates any of the terms and conditions of this
19 Agreement, or any prior Agreements whereby grant funds were received by
20 CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes
21 disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay
22 COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations
23 COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue
24 program support until such time as CONTRACTOR fulfills its obligations or remedies all
25 violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts,
26 as determined by COORDINATOR to be due COUNTY from CONTRACTOR, by offsetting

1 or debiting from current claims or invoices, if after thirty (30) days written notice
2 CONTRACTOR has failed to repay same or a repayment schedule has not been made;
3 and/or (3) terminate this Agreement in accordance with Section 38 herein.

4 **40. DISPUTES**

5 Except as otherwise provided in this Agreement, any dispute concerning any question arising
6 under this Agreement shall be decided by COORDINATOR. In such a case, COORDINATOR shall
7 reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The
8 decision of COORDINATOR shall be final and conclusive unless within thirty (30) calendar days
9 from the mailing or delivery of such copy, COORDINATOR receives from CONTRACTOR a written
10 request to appeal said decision. Pending final decision of the appeal, CONTRACTOR shall act in
11 accordance with the written decision of COORDINATOR. The handling of non-criminal complaints,
12 including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse
13 shall be as prescribed by the COUNTY, and/or the State of California, whichever is/are applicable,
14 in accordance with applicable provisions of the Code of Federal Regulations.

14 **41. TERMINATION**

15 COUNTY may terminate this Agreement immediately with cause, and without cause upon thirty
16 (30) days written notice served upon the other party. Notice shall be deemed served on the date of
17 mailing. Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with COUNTY in
18 the orderly transfer of service responsibilities, active case records, pertinent documents and
19 equipment/materials. The obligations of COUNTY under this AGREEMENT are contingent upon
20 the availability of Federal and/or State funds, as applicable, for the reimbursement of
21 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
22 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
23 remains in effect or operation. In the event that such funding is terminated or reduced, COUNTY
24 shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall
25 immediately comply with COUNTY's decision.

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42. COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT

In order to comply with the child support enforcement requirements of the County of Orange, all CONTRACTORS must furnish to the COORDINATOR, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

43. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this agreement.

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44. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, CA, and the parties hereto agree to and 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. 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 Agreement 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.

46. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.

47. CALENDAR DAYS

Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the “EDD Independent Contractor Reporting Requirements Certification” attached hereto as Exhibit “I” and incorporated herein by this reference

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49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: Housing and Community Services Department
Community Investment Division
1300 South Grand Avenue
Building "B," 3rd. Floor
Santa Ana, California 92705
Attention: Domestic Violence Unit

and

CONTRACTOR: _____

Attention: _____

1
2 **IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms and
3 conditions contained herein and have duly authorized and caused this Agreement to be executed as of the
4 date stated below written.

5 **COUNTY OF ORANGE**, a political subdivision of the State of
6 California

7 Dated: _____ By: _____
8 Chair, Orange County
Board of Supervisors

9 **CONTRACTOR***

10 Dated: _____ By: _____

11 Title: _____

12 Dated: _____ By: _____

13 Title: _____

14
15 *[Authorized signatures for corporations - requirement of two signatures is as follows: (1) One signature by the Chairman
16 of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the
17 Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the
18 authority to bind the contractor to a contract.]

19 APPROVED AS TO FORM:

20 County Counsel

21 Dated: _____ By: _____
22 Deputy

23 SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS
24 BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

25 Dated: _____ By: _____
26 Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

**DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
GENERAL PROGRAM REQUIREMENTS**

EXHIBIT A

I. SERVICE POPULATION

- A.** The primary function of the contractor is to administer and provide direct services to victims of domestic violence and their children.
- B.** To the extent feasible, services shall extend to physically handicapped victims of domestic violence. If the program cannot provide services, contractor shall assist in referring the handicapped individual to other programs and services in the community where assistance may be obtained.

II. SERVICES

- A.** CONTRACTOR shall provide a wide range of services and integrate these services into a comprehensive service strategy (including integration of various community resources/services) that address the needs of victims of domestic violence and their children.
- B.** CONTACTOR shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the program.
- C.** CONTRACTOR shall establish linkages such as with the One-Stop Centers for workforces development activities and other appropriate services.
- D.** CONTRACTOR shall perform all services in accordance with the General Program Requirements (Exhibit A), Statement of Work (Exhibit B) and Performance Standards (Exhibit C).

III. PROGRAM DESIGN

- A.** Domestic violence shelter based services programs shall provide all of the following basic services to victims of domestic violence and their children:
 - 1. Shelter on a 24 hours a day, seven (7) days a week basis
 - 2. A 24 hours a day, seven (7) days a week switchboard for crisis calls
 - 3. Temporary housing and food facilities
 - 4. Psychological support and peer counseling
 - 5. Referrals to existing services in the community
 - 6. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for supportive services
 - 7. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter based services program
 - 8. Emergency transportation as feasible
- B.** To the extent possible, and in conjunction with already existing community services, the domestic violence shelter based services programs shall provide a method of obtaining the following additional services for victims of domestic violence:
 - 1. Medical care
 - 2. Legal assistance
 - 3. Psychological support and counseling
 - 4. Information regarding other social services

- C.** Programs that receive funding shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- D.** The staff of the domestic violence shelter based services program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter based services programs.
- E.** The staff of each domestic violence shelter based services program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
- F.** Volunteers shall be trained and used to maximum capacity in the delivery of services.
- G.** Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.
- H.** Inasmuch as domestic violence shelter based services programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter based services program's personnel shall be bilingual.

IV. REPORTS

- A.** An annual report shall be prepared for submission to the county board of supervisors by the twentieth (20th) of January of each contract year. The report shall be made available to the public upon request, and shall include all the following elements:
 - 1. The total number of persons requesting services of the domestic violence shelter based services programs.
 - 2. The number of persons served in the domestic violence shelter based services programs, by each type of service provided.
 - 3. A description of the social and economic characteristics of persons receiving services, by type of service provided.
- B.** Monthly Invoices are due the twentieth (20th) of the month following the month the expenditures were made.
- C.** Program-Generated Revenue Report is due the twentieth (20th) of the month, or as required by the County, that at a minimum contains the following information:
 - 1. Revenue
 - a.** Client Fees
 - b.** Contributions
 - c.** Interest on Domestic Violence grant funds from the County of Orange
 - d.** Domestic Violence related grant funds
 - e.** Other Income
 - 2. Program Expenditures
 - a.** Salaries and Benefits
 - b.** Other Operating Expenditures
 - c.** Professional Services
 - d.** Property – Equipment

e. Insurance & Bond

3. Unspent Revenue

D. Quarterly Reports – Contractors must provide Quarterly Reports to the County which are due on the twentieth (20th) of the first subsequent month following the end of each quarter or as required by the County: At a minimum the Reports must contain the following information in a County approved format:

1. Customer Demographic Information

a. Ethnicity

b. Age

c. Family Status

d. Family Size

e. Monthly Income

2. Program Statistics

a. Number of adult residents

b. Number of child residents

c. Total number of adult and child bed days

d. Number of adult residents who received individual and group counseling

e. Number of child residents who received counseling of any kind

f. Number of hotline calls received

g. Other Domestic Violence Education Groups

E. Contractors must collect for submission to the County when requested:

1. Number of persons requesting services and number of persons receiving services according to the type of services provided.

2. Board Minutes

3. Quarterly Customer Satisfaction Surveys

V. ADDITIONAL REQUIREMENTS

A. Resource Development –CONTRACTOR shall demonstrate their ability to receive and make use of any funds available from government, voluntary, philanthropic or other sources which may be used to augment any County funds appropriated.

B. CONTRACTOR will develop strategies for long term financial planning; program resource development; innovation in expansion and coordination of new funding, services and educational programs to serve domestic violence victims.

C. Fiscal Accountability – CONTRACTOR shall adhere to strict fiscal and accounting standards which include:

1. Establish of minimum accounting records for cash receipts and value of in-kind resources as earned, expenditure checks, unpaid obligations, payroll data and disbursements and non-expendable property

2. Establishment of a system of internal fiscal controls to safeguard assets, check the accuracy and reliability of accounting data and promote operational efficiency.

- D. Budget Modification Requests – In case of the need to adjust budget line items without increasing CONTRACTOR’s total allocation, CONTRACTOR shall notify the COUNTY in advance. CONTRACTOR shall complete all budget modification forms necessary for processing and request written approval from the COORDINATOR before making any changes to the budget (Exhibit D) under this Agreement.
- E. Program Evaluation – CONTRACTOR shall have a system in place to monitor and evaluate program services, practices, policies and procedures.
- F. Response to COUNTY Monitoring Reports – Each monitoring report includes a date for responding to observations, concerns and findings. CONTRACTOR agrees to submit required information to alleviate outstanding program/monitoring items.
- G. Quarterly Meetings – CONTRACTOR agrees to meet with other Domestic Violence Program coordinators quarterly to report on program planned activities and discuss issues and concerns of the program. Housing and Community Services/CID staff will facilitate the quarterly meetings.

VI. PERFORMANCE ACCOUNTABILITY

CONTRACTOR shall meet or exceed required program and regulatory standards and measures. CONTRACTOR shall satisfy specific program components and activities to be performed as indicated in Exhibits A, B, and C of this Agreement. Lack of compliance with regulatory and program compliance may be grounds for reducing payment.

VII. SYSTEM SECURITY AND CONFIDENTIALITY

- A. Unless otherwise provided for in this Agreement, or authorized by law, CONTRACTOR agrees to maintain the confidential nature of individual records related to services and referrals. CONTRACTOR shall abide by the current confidentiality provisions of respective statutes when sharing information necessary for the provision of services under this Agreement. No persona or employee shall otherwise publish or disclose, use, or permit, cause to be publish, disclosed or used, any confidential information pertaining to clients overall.
- B. The CONTRACTOR shall submit to the COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes (including audit, monitoring, exams, and verification or records, costs incurred, and services rendered).

VIII. GRIEVANCE PROCEDURES

- A. In the event that individuals file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed.
- B. CONTRACTOR agrees to process and resolve grievances regarding their own programs. Individuals who seek to file a grievance with respect to services funded under this Agreement about program services, or file a grievance against the CONTRACTOR, shall be subject to the COUNTY grievance procedures.

<p>DOMESTIC VIOLENCE SHELTER-BASED PROGRAM</p> <p>STATEMENT OF WORK</p>

I. PURPOSE AND VISION

- A. The purpose of this RFSOQ is to solicit eligible domestic violence shelter based services programs consistent with the California Welfare and Institution Code, Sections 18294-18298, that provide direct emergency crisis shelter services to victims of domestic violence and their children.
- B. The County of Orange ("the County") intends to fund eligible domestic violence shelter based services programs that demonstrate the ability to maximize the limited funds available through this RFSOQ.
- C. Through this RFSOQ, the County intends to increase the number of crisis beds available to victims of domestic violence and their children.
- D. The vision of the Domestic Violence Shelter Based Services Program is to strengthen and increase the services available to the victims of domestic violence and their children.

II. BACKGROUND INFORMATION

The California Welfare and Institutions Code, Section 18290, provides the background information for the Domestic Violence Shelter Based Services Program:

The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services which will ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in this State who are regularly beaten. In many such cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from marital violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects, and it is most often the children of those parents who commit domestic violence that continue the cycle and abuse their spouses.

The Legislature further finds and declares that there is a high incidence of deaths and injuries sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizens arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state. It is the intention of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intention of the Legislature that the State shall support projects in several areas throughout the State for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment.

III. DEFINITIONS

The following definitions from the Domestic Violence Centers Act, Welfare & Institutions Code Section 18291 apply both to this RFSOQ and to any SOQ submitted.

1. **Domestic Violence** means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is

- having or has had a dating or engagement relationship.
2. "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
 - a. Sexual relations between the parties while sharing the same living quarters
 - b. Sharing of income or expenses
 - c. Joint use or ownership of property
 - d. Whether the parties present themselves as husband and wife
 - e. The continuity of the relationship
 - f. The length of the relationship
 3. **Domestic Violence Shelter** means a shelter for domestic violence victims that meets all of the following requirements:
 - a. Provides shelter in an undisclosed and secured location
 - b. Provides staff that meets the requirements set forth in Section 1037.1 of the Evidence Code
 - c. Meets the requirements set forth in Section 18294 of the California Welfare and Institutions Code
 4. "Undisclosed" means a location that is not advertised or publicized.

IV. Goals and Objectives

A. Goals:

1. To provide temporary emergency and crisis services to victims of domestic violence and their children.
2. To provide resource connections for victims of domestic violence and their children so they can make an appropriate transition into a long-term, safe living environment.

B. Objectives:

1. Provide an immediate, safe environment for victims of domestic violence and their children, including but not limited to:
 - a. Shelter
 - b. Food
 - c. Clothing
2. Provide information to victims on the array of services that are available and provide education and counseling on topics pertaining to domestic violence and recovery, including but not limited to:
 - a. Individual counseling
 - b. Group counseling/Educational classes
 - c. Case work
 - d. Parenting skills
 - e. Establishing collaborative working relationships with the following entities:
 - (1) Law enforcement personnel - to ensure domestic violence victim referral processes from law enforcement personnel to domestic violence shelters are effective

- (2) Court personnel – to ensure victims of domestic violence have access to current information on domestic violence-related court processes
- (3) Mental health providers
- (4) Social service agencies
- (5) Medical facilities
- (6) Education institutions
- (7) Community-based organizations

V. Target Population:

- A. Domestic Violence Shelters provide services for victims of domestic violence and their children, regardless of gender, age, language or disability.
- B. Shelters must provide staff members who are multicultural, multilingual, and are able to work effectively with non-English monolingual clients and their children.
- C. Geographical/Regional Service Area - Proposer must be located in Orange County and provide services to domestic violence victims who reside anywhere in Orange County or other areas as appropriate.

VI. Service Delivery:

- A. Community Resource and Referral - The proposer will be responsible for actively linking program participants with other needed services and follow-up to ensure that the linkage was successful. The proposer must establish itself as an active participant in the local social service network and advocate within such network for the timely and comprehensive response to the needs of to victims of domestic violence and their children.
- B. One-Stop Center Referral - The proposer will be responsible for actively referring and linking job-needy clients to their regional One-Stop Center for employment and training services.
- C. Service Duration – Shelter services provided under this contract are not to exceed forty-five (45) days for each family or household member in a fiscal year unless otherwise approved in writing by County.
 - 1. Proposer must identify substance abuse problems among participants and make appropriate referrals.
 - 2. Proposer must pursue other funding support beyond the County Domestic Violence Fund.
- D. If proposer does not have enough available beds to accommodate the domestic violence victim(s), the proposer agrees to:
 - 1. Provide referrals to other County-funded domestic violence shelters; or
 - 2. Provide direct referrals to other appropriate shelters to ensure the safety of the victim(s).

VII. Data Collection and Reporting Requirements

- A. An annual report shall be prepared for submission to the county board of supervisors by the twentieth (20th) of January of each contract year. The report shall be made available to the public upon request, and shall include all the following elements:
 - 1. The total number of persons requesting services of the domestic violence shelter based services programs.
 - 2. The number of persons served in the domestic violence shelter based services programs, by each type of service provided.

3. A description of the social and economic characteristics of persons receiving services, by type of service provided.
- B. Monthly Invoices are due the twentieth (20th) of the month following the month the expenditures were made.
- C. Program-Generated Revenue Report is due the twentieth (20th) of the month, or as required by the County, that at a minimum contains the following information:
 1. Revenue
 - a. Client Fees
 - b. Contributions
 - c. Interest on Domestic Violence grant funds from the County of Orange
 - d. Domestic Violence related grant funds
 - e. Other Income
 2. Program Expenditures
 - a. Salaries and Benefits
 - b. Other Operating Expenditures
 - c. Professional Services
 - d. Property – Equipment
 - e. Insurance & Bond
 3. Unspent Revenue

**DOMESTIC VIOLENCE PROGRAM
PERFORMANCE STANDARDS**

EXHIBIT C

Contractor: _____

- 1) **SERVICES:** Provision of services by including information regarding the :
 - **___ (#) ___ Persons requesting (not the same as requiring) services.**
 - **___ (#) ___ Persons receiving services according to the type of services provided.**
- 2) **SHELTER RESIDENCE – ADULTS OR CHILDREN:** The provision of 24-hour care, supervision and shelter of individuals. Includes provision of food and food supplements for meal preparation on-site.
 - **___ (#) ___ Adult or child clients housed at \$70 per night for an average of 30 days per client and three (3) meals per day.**
- 3) **INDIVIDUAL COUNSELING:** The provision of counseling techniques by a licensed clinician, a professional counselor or an intern whose work is directly supervised by a licensed clinician in a group setting.
 - **One (1) hour of individual counseling per week per adult client (at a minimum).**
- 4) **GROUP COUNSELING/EDUCATIONAL CLASSES:** The provision of counseling techniques by a licensed clinician, a professional counselor, domestic violence victim advocate, field professional, or an intern whose work is directly supervised by a licensed clinician in a group setting; and/or provision of on-going, regularly scheduled classes on topics such as, but not limited to: health, nutrition, sewing, English, and basic skills.
 - **Six (6) sessions/classes per week per adult client (at a minimum).**
- 5) **CASE WORK:** In conjunction with counseling, this activity includes but is not limited to: writing case summaries, making incidental contacts to parents or other agencies on behalf of client, arranging appointments, reviewing lab results, etc.
 - **Two (2) hours per week per adult client (at a minimum).**
- 6) **PARENT EDUCATION:** The instruction of parents which includes information of child development, child services, enrichment activities or the teaching of practical skills for child-rearing such as basic health care procedures for infants. May include specialized course or communication (such as P.E.T.), child discipline, etc.
 - **One (1) session per week per adult client (at a minimum).**
- 7) **HOTLINE CRISIS INTERVENTION TELEPHONE:** Telephone referrals and counseling services for suicide prevention or crisis intervention. Includes referral of individuals to appropriate agencies offering services not provided by the program.
 - **___ (#) ___ Annual calls received (based on usage).**
- 8) **SCHOOL ENROLLMENT:**
 - **___ (#) ___ School-aged children being housed at the shelter and enrolled in school.**
- 9) **REFERRALS OF JOB-READY CLIENTS TO ONE STOP CENTERS:** Referrals for One-Stop Center services and/or programs for job-ready clients.
 - **Two (2) clients per month = 24 total referrals to the One-Stop System.**

**DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
PY 07-08 Budget Summary**

Please note that this attachment is available as a separate Excel Workbook.

Provider Name: _____

PROGRAM COSTS	TOTAL
1. Salaries	
2. Benefits	
3. Operations	
4. Miscellaneous Client Fees	
5. Equipment : \$5,000 or Over	
6. Equipment : Computer Related - \$1,000 - \$4,999	
7. Equipment : Non Computer - \$1,000 - \$4,999	
8. Indirect	
9. Other (Please Specify)	
GRAND TOTAL:	

**Domestic Violence Shelter-Based Program
PY 07-08 Personnel Budget Detail**

a. Number of Positions	b. Position Classification	c. Actual Monthly Salary	d. Percent of time on Project	e. Months to be employed	f. Total Costs	g. Domestic Violence Grant Share	h. Agency Match (30% Minimum)

Fringe Benefits: Specific type of costs, percentages and base applied to:	a. Total cost (b+c=a)	b. DV Grant Share	c. Agency Match (30% Minimum)

Total Direct Salary and Fringe Benefits			
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DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATED EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOTE TO EXCEED 36 MONTHS), the state will regard this certificate as valid or all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

- (1) The prospective primary participant (i.e. contractor or grantee) certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction: violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph (1) (b) of this certification and;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause of default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Name of Contractor/Grant Recipient

Project Title/Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**
55 FR 6736

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

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 agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Grantee/Contractor Organization	Program/Title
Name and Title of Authorized Signatory	
Signature	Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change FOR Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFD Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. The disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL(Rev.7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one (1) organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CHILD SUPPORT ENFORCEMENT PROVISION

In order to comply with child support enforcement requirements of the County of Orange, within ten days of notification of selection for award of contract, but prior to official award of contract, the selected contractor agrees to furnish the required contractor data and certifications to the contract administrator, Purchasing Agent or the agency/department deputy purchasing agent.

Failure of the selected contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment may result in the contract being awarded to another contractor, or, in the event a contract has been issued, shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

In order to comply with the policy above, all contracts entered into by the County of Orange shall require the following contractor data and certification.

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees and will continue to comply; and
- D. *"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of this contract. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Signature

Name (Please Print)

Title

Date

Company Name