



CONTRACT NO: MA-012-22011315

FOR THE PROVISION OF

**DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM (DV)**

**FUNDING SOURCES: 100% MARRIAGE LICENSE & BATTERER'S FEES /  
VICTIMS OF CRIME ACT (VOCA) / FEDERAL- OFFICE OF VICTIMS OF CRIME / CAL OES - OFFICE OF  
EMERGENCY SERVICES**

BETWEEN

COUNTY OF ORANGE

AND

HUMAN OPTIONS, INC.

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## **ATTACHMENTS**

Attachment A – Scope of Services and General Requirements

Attachment B - Payment/Compensation

Attachment C - Budget Schedule

Attachment D - Staffing Plan

Attachment E - Performance Standards

Attachment F – Federal Award Identification Number

**EXHIBITS**

Exhibit 1 – Drug Free Workplace Certification

Exhibit 2 – Debarment and Suspension Certificate

Exhibit 3 – Certification Regarding Lobbying

Exhibit 4 – Disclosure Form to Report Lobbying

Exhibit 5 – OC Community Resources Contract Reimbursement Policy

Contract No. MA-012-22011315  
with  
Human Options, Inc.  
for  
**DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM (DV)**

This Contract No. MA-012-22011315 for Domestic Violence Shelter-Based Services Program (DV) (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Human Options, Inc. D-U-N-S No. 806923306, a California, Non-Profit Organization, with a place of business at 5540 Trabuco Road, Suite 100, Irvine, CA. 92620-5745 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services and General Requirements
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Attachment E - Performance Standards
- Attachment F – Federal Award Identification Number
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy

**RECITALS**

**WHEREAS**, Subrecipient responded to a Request for Proposal (RFP) for Fiscal Year 2022-2023 for Domestic Violence Shelter-Based Services Program funds received by the County pursuant to the Domestic Violence Shelter Based Programs Act, Welfare and Institution Code commencing with Section 18290 et seq., Government Code Sections 26840.7 and 26840.8, Penal Code Section 1203.097; and

**WHEREAS**, the Subrecipient represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, Subrecipient and County are entering into this cost reimbursement Contract for Domestic Violence Shelter-Based Services Program (DV); and

**WHEREAS**, Subrecipient agrees to provide Domestic Violence Shelter-Based Services Program (DV) to the County as further set forth in the Scope of Services and General Requirements, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Subrecipient based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

**WHEREAS**, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

**WHEREAS**, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

**WHEREAS**, Subrecipient received notification of the Federal Award Identification Number, attached hereto as Attachment F; and

**WHEREAS**, the County Board of Supervisors has authorized the Procurement Officer or Deputized designee to enter into a Contract for Domestic Violence Shelter-Based Services Program (DV) with the Subrecipient to carry out certain program services and activities for Fiscal Years 2022-2025.

**NOW, THEREFORE**, the Parties mutually agree as follows:

#### **DEFINITIONS**

“Administrator” means the Orange County Community Services (“OCCS”) department, or designee thereof.

“Contract Administrator” means the designated Manager, a Deputy Purchasing Agent (“DPA”) within the Contract Development and Management (“CDM”) team, who shall administer the contractual responsibilities for this Contract and manage all contractual changes as necessary or reasonable to comply with County Policies.

“County’s Project Manager” means the designated Manager with the County Program Management team who shall administer and monitor the services within this Contract as is necessary or reasonable to comply with County policies.

“Director” means the County Director of the Orange County Community Resources (“OCCR”) department.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by the County designated Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes: Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Subrecipient expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Subrecipient's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders,



or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in Paragraph Z below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind (1) for cause ("Termination for Cause", as defined below), or (2) after 30 days' written notice without cause. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further compensation, obligation, cost, expense or liability of any kind.
1. Termination for Cause. Termination for Cause shall mean the County's termination of the Contract in the event of:
    - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
    - ii. Inadequate program performance;
    - iii. Failure to comply with reporting requirements;
    - iv. Evidence that Subrecipient is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
    - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Subrecipient's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Subrecipient;
  - vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subrecipient's assets or income;
  - viii. Bankruptcy proceedings of Subrecipient;
  - ix. Finding of Subrecipient's debarment or suspension;
  - x. Material change in Subrecipient's organizational structure;
  - xi. Any breach of the Contract by Subrecipient; and
  - xii. Any misrepresentation, or fraud on the part of the Subrecipient.
2. **Cost to Cover.** In the event of any termination of the Contract, County may proceed with the services for which this Contract provides in any manner deemed proper by County. The cost to County of completing the services for which this Contract provides shall be deducted from any sums due Subrecipient under this Contract but Subrecipient shall not be relieved of liability. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Subrecipient, and County may withhold any payments to Subrecipient until such time as the exact amount of damages due County from Subrecipient is determined.
3. **Return of funds.** Subrecipient agrees that upon expiration or notice of termination of this Contract or dissolution of Subrecipient's entity, Subrecipient shall, immediately upon written demand, return to County all funds paid to Subrecipient by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Subrecipient's entity.

Nothing in this Paragraph K shall preclude the County from exercising its termination rights as set forth in Paragraph BB or under any other provision in the Contract.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient warrants all work under this Contract and shall take necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment,

materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

**O. Insurance Requirements:**

Prior to the provision of services under this Contract, the Subrecipient agrees to purchase all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Subrecipient.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by County Board of supervisors against same; and
- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

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

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

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence

#### **Required Coverage Forms**

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

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

#### **Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents***

**and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN Contract**.

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

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

If Subrecipient's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Subrecipient shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

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

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under this Contract.

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient's performance under the Contract, as well as any potential conflicts of interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient's name, conflict of interest or litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments,

loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by County in its governmental capacity, the laws, regulations, and requirements set forth in of this Contract, and all other laws applicable to the services at the time services are provided to and accepted by County (collectively "laws"). Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of Paragraph Z below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight: Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

- Y. **Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.



- BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.
- CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change to the scope of services to cover those costs has been issued. County Board of Supervisor approval may be required.

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**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Domestic Violence Shelter-Based Services Program (DV) from Subrecipient as further detailed in the Scope of Services and General Requirements, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on July 1, 2022 and continue through June 30, 2025 for three (3) years, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed for two (2) additional one (1) year terms under the same terms, conditions, and scope of services by mutual written agreement of both Parties. Renewals will be at the County's discretion and the County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. At no time may this Contract exceed five (5) years from the initial Contract term of the RFP cycle. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Subrecipient's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Subrecipient shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
5. **Maximum Obligation:** The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$557,594, with individual Maximum Obligation budgets for each Fiscal Year (FY 7/1/2022 – 6/30/2023 in the amount of \$274,098, FY 7/1/2023 – 6/30/2024 in the amount of \$141,748, and FY 7/1/2024 – 6/30/2025 in the amount of \$141,748,) as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.

Contract Administrator may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of the original Fiscal Year of the contract term. Increases in excess of 10% of the original Contract must be approved by the County Board of Supervisors.

6. **Amendments – Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the

mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the services as originally set forth or as previously amended in this Contract.

7. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Paragraph K herein;
  - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and
  - d) Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.
  
8. **Conditions Affecting Work:** The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in this Contract.
  
9. **Civil Rights:** Subrecipient attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
  
10. **Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

The Subrecipient shall not use moneys provided under this Contract to pay or reimburse any staff person of Subrecipient or any consultant to Subrecipient, if such staff person or consultant is a member of its Board of Directors, or other official governing body, of Subrecipient. Subrecipient

shall further be subject to the full texts of all local, State and federal conflict of interest statutes applicable to this Contract.

11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.
12. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
13. **County’s Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.
14. **Subrecipient Bankruptcy/Insolvency:** If the Subrecipient should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Subrecipient’s insolvency, the County may terminate this Contract.
15. **Subrecipient’s Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient’s efforts in fulfilling Subrecipient’s obligations under this Contract. This Subrecipient’s Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient’s Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager, in consultation and agreement with the Administrator, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Subrecipient’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient’s Project Manager from providing further services under the Contract.

Subrecipient’s Project Manager shall (1) not layoff staff unless and until the County has approved Subrecipient’s plan for replacing such personnel in a manner that ensures Subrecipient’s continued performance of all obligations under the Contract including, but not limited to, staffing obligations, and (2) give the County ten (10) days written notice of intent to lay off staff and/or dissolve classifications listed and approved in the staffing plan made a part of this Contract as Attachment D (Staffing Plan).

16. **Subrecipient's Personnel – Reference Checks:** The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Subrecipient's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his/her/its subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.
- 19. Disputes – Contract:**
- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.
- C. Subrecipient will provide the County the opportunity to cure an alleged material breach. If Parties are unable to successfully resolve the alleged material breach, the Subrecipient will provide the County 180 days to transition contracted services with the intent to terminate the Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Administrator. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as "an individual who is not an employee of the County government entity for California purposes and who receives compensation or executes a contract for services performed for that County government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

21. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient's supplier(s). Additional mark-up and/or costs increases as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted beyond Subrecipients actual costs, which shall be reasonably mitigated. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.
22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by the Subrecipient as the Project Manager and/or key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and

Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

23. **Non-Supplantation of Funds:** Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient 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. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
24. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

**25. 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 Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is approved pursuant to this Contract and shall require the subcontractor to agree to this condition. Such departments 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 employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Administrator which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2)

costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. **Liability.** Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

26. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
27. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without advance written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor and shall incorporate by reference the terms of this Contract. The Subrecipient shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

29. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding persons with disabilities persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship.



The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding persons with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

30. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **News/Information Release:** The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
32. **Notices:** Any and all notices, request demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Subrecipient:            Human Options, Inc.  
                                  P.O. Box 53745  
                                  Irvine, CA 92619-3745  
                                  Sara Behmerwohld  
                                  (949) 737-5242 X 105  
                                  SBehmerwohld@humanoptions.org

County:                    OC Community Services  
                                  Community Investment Division  
                                  1300 S. Grand Ave. Bldg. B, 1st Floor  
                                  Santa Ana, CA 92705-4407

County's Project Manager  
 (714) 480-6449  
 Jenna.Sergio@occr.ocgov.com

Assigned DPA: OC Community Resources  
 Contract Development and Management  
 601 N. Ross St., 6th Floor  
 Santa Ana, CA 92701  
 Contract Administrator  
 (714) 480-2833  
 Jennifer.Martinez@occr.ocgov.com

33. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
34. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
36. **Default – Re-Procurement Costs:** In case of Contract breach by Subrecipient, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Subrecipient will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Subrecipient. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
37. **County Branding Requirements:**

**Publicity, Literature, Advertisement and Social Media**

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:
1. Subrecipient's Project Manager must provide its written approval of the content and publication of the information at least 5 days prior to Subrecipient publishing the information, unless a different timeframe for approval is agreed upon by the Project Manager;
  2. Unless directed otherwise by the County's Project Manager, the information will include a statement that the program, wholly or in part, is funded through County, State and Federal government funds from the Domestic Violence Shelter-Based Services;
  3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
    - a. any commercial product or service; and,
    - b. any product or service provided by Subrecipient, unless approved in writing by the Subrecipient's Project Manager; and,
  4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the County's Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
38. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Subrecipient shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Subrecipient is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

**Program Specific Terms and Conditions:**

39. **Debarment:** Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

**40. Lobbying Certification:**

- A. Subrecipient shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit 3 and incorporated herein by this reference. Subrecipient shall complete and immediately forward to the County’s Project Manager the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- C. Subrecipient shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

41. **Fraud:** Subrecipient shall immediately report to the County’s Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Subrecipient or its Subcontractor(s) under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

Subrecipient shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

42. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

**43. Fiscal Accountability:**

- A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient’s system shall provide fiscal control and accounting procedures that will include the following:
  - 1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
  - 2. Effective internal controls to safeguard assets and assure their proper use;

3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
  4. Source documentation to support accounting records; and
  5. Proper charging of costs and cost allocation.
- B. Subrecipient's Records. Subrecipient's records shall be sufficient to:
1. Permit preparation of required reports;
  2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
  3. Permit the tracking of program income earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation; and
- C. Costs Charged. Cost shall be charged to this Contract only in accordance with the applicable portions of sections 465-471.5 of the California Business and Professions Code, Title 16, Chapter 36 of California Code of Regulations.
44. **Indirect Costs:** The County of Orange reserves the right to cap administrative cost at 10%.
45. **Dissolution of Entity:** Subrecipient shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.
46. **Performance Standards:** Subrecipient shall comply with and adhere to the performance standards and general program requirements described in Welfare & Institutions Code Sections 18294 through 18298 and applicable regulations as contained in Attachments of this Contract. In addition, in its performance under this Contract, Subrecipient shall fully comply with the requirements of the following, whether or not otherwise referred to in this Contract:
- A. Subrecipient acknowledges that the funds being provided by County are funds received by County pursuant to the Domestic Violence Shelter-Based Programs Act, Welfare and Institutions Code Section 18305 et seq., Penal Code Section 1203.097 ; and that Subrecipient must expend these funds in accordance with said Domestic Violence Shelter- Based Programs Act and Welfare and Institutions Code commencing with Section 18290 and all pertinent regulations by agencies of the State Government;
  - B. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
  - C. All mandatory standards and policies relating to energy efficiency as particularized in the state Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter 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 Subrecipients; and
- H. The terms and conditions of this Contract.

With the exception of Subparagraph (H) above, if any of the foregoing is enacted, amended, or revised, Subrecipient will comply with such or will notify Contract Manager after enactment or modification that it cannot so comply. County may thereupon terminate this Contract, if necessary.

#### **47. Payments:**

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after June 30 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Subrecipient in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient’s invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 20<sup>th</sup> day following the month being reported. If the 20<sup>th</sup> falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under all applicable laws, regulations, and requirements set forth in of this Contract.

If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Subrecipient may be subject to a reduction in funding. No payments will be

authorized if any preceding month's reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

48. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth. Subrecipient shall ensure all costs incurred under the Contract, and its performance hereunder, shall comply with all applicable laws, regulations, and requirements set forth in of this Contract.
49. **Match Requirement:** Subrecipient must provide proof of at least 30% cash and/or in-kind local matching share of the grant amount. Other funding from the County cannot be used to meet this match, as specified in Attachment C - Budget Schedule.
50. **Modification of Budget Schedule:** Upon written approval from the Administrator, the Contract Administrator shall have the authority to transfer allocated program funds from one category of the overall program Budget Schedule to any other category of the overall Budget Schedule pursuant to a written request submitted by Subrecipient. No such transfer may be made without the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the County's Project Manager using the Budget Modification forms provided by the Contract Administrator, no later than ten (10) days after the end of the first three quarters as necessary. The County has the right but not the obligation to make changes to the Budget Schedule at any time. County initiated adjustments will not count towards the three allowed modifications each year.

#### 51. Annual Audit:

- A. Independent Audit: Following each County Fiscal Year covered by this Contract, Subrecipient shall independently arrange for an audit of its use during the preceding County Fiscal Year of Domestic Violence Shelter-Based Services Program funds received from County. Said audit shall contain a final reconciliation of actual revenues and expenses compared to the Budget Schedule (Attachment "C") for said County Fiscal Year, pursuant to 16 California Code of Regulations Section 3642. Said audit shall describe and assess fiscal practices and status. Subrecipient shall submit one (1) copy of such audit report to County and to the State's Department of Consumer Affairs within ninety (90) days after the end of each County Fiscal Year covered by this Contract.
- B. State Audit: Pursuant to and in accordance with Government Code Section 8546.7 in the event this Contract provides for expenditures of public funds in excess of ten thousand (\$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 Contract.

#### 52. Non-Discrimination and Compliance Provisions:

- A. State laws.
- i. Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national

- origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.
- ii. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
  - iii. Subrecipient shall include the nondiscrimination and compliance provisions of this Paragraph 52 "A" in all sub-contracts to perform work under this Contract.
- B. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- C. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- D. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.
- E. Addition and future laws. Other current and future federal and state laws prohibiting discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
- F. Failure to comply. If Subrecipient fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 52 Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.
53. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Subrecipient and/or anyone acting under the supervision of Subrecipient to any person, partnership, company, corporation, or department, without prior written approval by the County, except as necessary for the performance of the



services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, or other media of any kind, are to be administered only by the County unless otherwise agreed to by both Parties.

54. **Drug Free Workplace:** Subrecipient shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.
55. **D-U-N-S Number and Related Information:** D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

The D-U-N-S Number must be provided to County at the County's request and prior to the execution of this Contract. Subrecipient shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," with no active exclusions prior to execution of this Contract. If County cannot access the Subrecipient's D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient's data entry for its D-U-N-S number, the Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

56. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D, and/or E, may be modified upon mutual written agreement of the Administrator and Subrecipient so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, D, and/or E, then the County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. County may at any time, unilaterally, by written notification to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Changes may be made when necessitated by changes in the Domestic Violence Shelter-Based Services Program (DV) operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives, or for other reasons. The Subrecipient shall review the County's written notification, resolve any questions regarding the change, and indicate its understanding of the additional expectation within three (3) business days after receipt of notification. Subrecipient shall perform all such changes promptly but in no event later than ten (10) business days after receiving County's notification unless otherwise directed by the County. Such changes will be memorialized into the Contract through a Contract amendment, as soon as practicable, but shall be effective upon the County's issuance of the notification.

- B. Subrecipient and County shall make a good faith effort to reach agreement with respect to changes to the scope, which affect the price of services under the Contract. Subrecipient's protest or failure to agree to the amount of any adjustment to be made as a result of the anticipated amendment shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written amendment of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Subrecipient shall not be obligated to assume increased performance under the anticipated amendment beyond the limitation of funds established within this Contract.
- C. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to the County's Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. The County's Project Manager will review the request and respond in writing within ten (10) business days. The County's Project Manager's decision whether to approve the request or request County Board of Supervisors' approval shall be final. The Contract Administrator may approve a request that meets all of the following criteria:
- i. It does not materially change the terms of this Contract, and
  - ii. It is supported by adequate consideration to County.

County Board of Supervisors' action is necessary to approve a request from Subrecipient that does not satisfy all of the criteria listed above.

#### **57. Standards of Conduct:**

- A. General Assurance. Every reasonable course of action will be taken by Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This Contract will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. Subrecipient, its officers and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- B. Employment of Former State or County Employees. Subrecipient will ensure that any of its employees who were formerly employed by the State of California or County, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Contract, will not be assigned to any part or phase of the activities conducted pursuant to this Contract for a period of not less than two years following the termination of such employment.
- C. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of Subrecipient will receive favorable treatment when considered for enrollment in programs provided by, or employment with Subrecipient.
- D. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of Subrecipient will be particularly aware of the varying degrees of influence that

can be exerted by personal friends and associates and, in administering this Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for Subrecipient to conduct business with a friend or associate of an executive or employee of Subrecipient or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient, a permanent record of the transaction will be retained.

E. **Avoidance of Conflict of Economic Interest.** No executive or employee of Subrecipient, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Subrecipient or County.

58. **Policies and Procedures:** Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from County's Project Manager.
59. **Sweat-free Code of Conduct:** All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements under this paragraph.

60. **S.W.A.G:** The Subrecipient and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
61. **Corporate Status:** All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Subrecipient shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County's Project Manager. If Subrecipient fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Subrecipient, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the National Labor Relations Board.

62. **Equipment:** All computer-related and electronic equipment purchased with funds provided under this Contract or which are furnished to Subrecipient by County shall be considered "Equipment." This includes, but is not limited to laptops, desktop computers, iPads, cell phones, PDAs, cameras, and DVD players. Title to all items of Equipment purchased vests and will remain in County, and as such shall be designated by County's Project Manager. The use of such items of Equipment is limited to the performance of this Contract. Upon the termination of this Contract, Subrecipient shall immediately return any items of Equipment to County or its representatives or dispose of them in accordance with the directions of County's Project Manager.

Subrecipient further agrees to the following:

- A. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
  - B. To label all items of Equipment, do periodic inventories as required by County's Project Manager and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by County's Project Manager. All such lists shall be submitted to County's Project Manager within ten (10) days of the request, therefore Inventory lists must be maintained for four (4) years after final disposition of property.
  - C. To report in writing to County's Project Manager immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to County's Project Manager.
  - D. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the Parties' interests as they appear.
  - E. The purchase of any Equipment by Subrecipient shall be requested by Subrecipient in writing, shall require the prior written approval of the Administrator and shall fulfill the provisions of this Contract which are appropriate and directly related to Subrecipient's service or activity under the terms of this Contract. County may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by Subrecipient, if prior written approval has not been obtained from County's Project Manager.
63. **Contingent Fees:** The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Subrecipient or bona fide established commercial or selling agencies maintained by the Subrecipient for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Subrecipient.

64. **Transitional Requirements:** One-hundred and eighty (180) days prior to the expiration/cancellation of the term of the Contract, Subrecipient shall provide the County with a plan for transitioning services provided under this Contract to the County, or third party(ies) designated by the County, upon the termination or expiration of the Contract for any reason (“Termination Transition Plan”). Subrecipient’s Termination Transition Plan shall include all details necessary to guide Subrecipient, County, and other third-party vendors through the process of migrating all functions and services previously performed by Subrecipient to the County or its new designee(s) and shall include at least the following elements:

- a. Meets County timeline requirements;
- b. Details specific transition activities to be accomplished;
- c. Assigns responsibility for owning the execution of each transition activity;
- d. Assigns responsibility for all supporting roles for each transition activity;
- e. Includes timelines detailing expected durations for each transition activity;
- f. Is documented and available to all entities associated with providing services under the Contract;
- g. Ensures appropriate subject matter experts are assigned to plan development; and
- h. Identifies termination risks associated with transitioning the services.

The County shall have the right to approve and request modifications to the Termination Transition Plan, and Subrecipient shall make all such modifications in a timely manner.

The Parties acknowledge and agree that County’s operations are dependent on the services provided under this Contract and County’s inability to receive such services may result in irreparable damages to County.

The provisions of this clause shall survive the expiration or termination of this Contract.

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**Signature Page**

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

**\*HUMAN OPTIONS, INC.**

By:  \_\_\_\_\_  
PDF6061B9D63407...

By: \_\_\_\_\_

Name: Maricela Rios-faust

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Dated: 4/18/2022

Dated: \_\_\_\_\_

\*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

 By: \_\_\_\_\_

Dated: \_\_\_\_\_

Elsa Rivera  
Deputized Purchasing Agent

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL**

By:  \_\_\_\_\_  
74000D32EE6547  
John Cleveland  
DEPUTY COUNTY COUNSEL

Dated: 4/15/2022

## I. PURPOSE

The purpose of this Contract is to provide domestic violence shelter-based services programs that are 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. The California Welfare and Institution Code, Sections 18294-18298, were revised by Assembly Bill (AB) 2084. 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

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 to ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in California who are regularly abused. In many 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 domestic 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.*

*The Legislature further finds and declares that there is a high incidence of death and injury 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 intent 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 in an undisclosed and secured location, on a 24-hour basis, where staff meet the requirements set forth in Section 1037.1 of the Evidence Code.*

## III. DEFINITIONS

The following definitions from the Domestic Violence Shelter-Based Programs Act, Welfare & Institutions Code Section 18291 apply to this Contract:

1. **Domestic Violence:** 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:** 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 spouses.
  - e) The continuity of the relationship.
  - f) The length of the relationship.
3. **Domestic Violence Shelter:** 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:** A location that is not advertised or publicized.

#### IV. GOALS AND OBJECTIVES

The goals and objectives for Domestic Violence Services are, but not limited to, as follows:

1. Goals:
  - a) To provide temporary emergency and crisis services to victims of domestic violence and their children.
  - b) 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.
2. Objectives:
  - a) Provide an immediate, safe environment for victims of domestic violence and their children, including but not limited to:
    - i. Shelter
    - ii. Food
    - iii. Clothing
    - iv. Mental health services
  - b) 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:
    - i. Individual counseling
    - ii. Group counseling/Educational classes
    - iii. Case work
    - iv. Parenting skills
  - c) Establishing collaborative working relationships with the following entities:
    - i. Law enforcement personnel: To ensure domestic violence victim referral processes from law enforcement personnel to domestic violence shelters are effective
    - ii. Court personnel: To ensure victims of domestic violence have access to current information on domestic violence-related court processes



- iii. Mental health providers
- iv. Social service agencies
- v. Medical facilities
- vi. Education institutions
- vii. Community-based organizations

## **V. TARGET POPULATION**

1. Domestic Violence Shelters provide services for victims of domestic violence and their children, regardless of gender, age, language or disability.
2. Shelters must provide staff members who are multicultural, multilingual, and are able to work effectively with non-English monolingual clients and their children.
3. Geographical/Regional Service Area – Subrecipient 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**

1. Community Resource and Referral - Subrecipient will be responsible for actively linking program participants with other needed services and follow-up to ensure that the linkage was successful. The Subrecipient 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 victims of domestic violence and their children.
2. 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.
  - a) Subrecipient must identify substance abuse problems among participants and make appropriate referrals.
  - b) Subrecipient must pursue other funding support beyond the County Domestic Violence Fund.
3. If Subrecipient does not have enough available beds to accommodate the domestic violence victim(s), the Subrecipient agrees to:
  - a) Provide referrals to other County-funded domestic violence shelters; or
  - b) Provide direct referrals to other appropriate shelters to ensure the safety of the victim(s).

## **VII. DATA COLLECTION AND REPORTING REQUIREMENTS**

1. An annual report shall be prepared for submission to the county by the twentieth (20<sup>th</sup>) of January of each contract year. The report shall be made available to the public upon request, and shall include all the following elements:
  - a) The total number of persons requesting services of the domestic violence shelter-based services programs.
  - b) The number of persons served in the domestic violence shelter-based services programs, by each type of service provided.
  - c) A description of the social and economic characteristics of persons receiving

- services, by type of service provided.
2. Monthly Invoices are due the twentieth (20<sup>th</sup>) of the month following the month the expenditures were made.
  3. Program-Generated Revenue Report is due the twentieth (20<sup>th</sup>) of the month, or as required by the County that at a minimum contains the following information:
    - a) Revenue
      - i. Client Fees
      - ii. Contributions
      - iii. Interest on Domestic Violence grant funds from the County of Orange
      - iv. Domestic Violence related grant funds
      - v. Other Income
    - b) Program Expenditures
      - i. Salaries and Benefits
      - ii. Other Operating Expenditures
      - iii. Professional Services
      - iv. Property – Equipment
      - v. Insurance & Bond
    - c) Unspent Revenue
  4. Quarterly Reports – Subrecipient must provide Quarterly Reports to the County which are due on the twentieth (20<sup>th</sup>) 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:
    - a) Customer Demographic Information
      - i. Ethnicity
      - ii. Age
      - iii. Family Status
      - iv. Family Size
      - v. Monthly Income
    - b) Program Statistics
      - i. Number of persons requesting services
      - ii. Number of adult residents and number of child residents
      - iii. Total number of adult and child bed days
      - iv. Number of adult residents previously sheltered at any shelter
      - v. Number of child residents who received counseling of any kind
      - vi. Number of hotline calls received
      - vii. Number of safety transfer referrals
      - viii. Number of referrals to One-Stop Centers/Youth Providers
      - ix. Number of persons that received referrals to other existing services within community
      - x. Number of Safety Net Motel Voucher Nights
      - xi. Number of persons that received supportive services through Drop-in Center
      - xii. Number of persons that received emergency transportation

5. Monitoring Requirements – In order for the County to monitor the domestic violence shelter-based services programs, Subrecipients must collect and provide the following information:
  - i. Number of persons requesting services
  - ii. Number of persons receiving services according to the type of services provided
  - iii. Need, if any, for additional services or staffing
6. Subrecipients must collect for submission to the County when requested:
  - a) Board Minutes
  - b) Quarterly Customer Satisfaction Surveys
7. The County reserves the right to modify the categories, data submission criteria and format of the reports at any time.
8. Quarterly Domestic Violence Team Meetings – Subrecipients will be required to attend quarterly meetings with the OC Community Resources/OC Community Services/Community Investment Division’s designated Domestic Violence Shelter-Based Programs Act Coordinator.

## **VIII. PROGRAM DESIGN**

Consistent with California Welfare and Institutions Code Sections 18294-18298:

1. Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based services programs.
2. In order to be eligible for funding, a domestic violence shelter-based services program shall demonstrate its ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any Domestic Violence Program state or county funds.
3. Domestic violence shelter-based services programs shall provide, but not limited to the following basic services to victims of domestic violence and their children:
  - a) Shelter 24 hours a day, seven (7) days a week;
  - b) A 24 hours a day, seven (7) days a week switchboard for crisis calls;
  - c) Temporary housing and food facilities.
  - d) Psychological and mental health support and peer counseling provided in accordance with section 1037.1 of the Evidence Code;
  - e) Referrals to existing services in the community;
  - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for supportive services;
  - g) Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
  - h) Emergency transportation as feasible.
4. 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:
  - a) Medical care;
  - b) Legal assistance;
  - c) Psychological and other mental health support and counseling;

- d) Information regarding other social services.
5. 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.
  6. The staff of the domestic violence shelter-based program shall work with social service agencies, health care agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.
  7. The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
  8. Volunteers shall be trained and used to maximum capacity in the delivery of services.
  9. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.
  10. Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual.
  11. An effort shall be made to recruit formerly battered persons as staff members.
  12. Data collection and reports will be prepared and submitted as required and requested by county staff.

#### **IX. ADDITIONAL REQUIREMENTS**

1. Reports – Subrecipient shall adhere to all County reporting requirements, in the format determined by the County, including reporting requirements specified in Attachment A, Section VII of this Contract.
2. Resource Development – Subrecipient 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.
3. Subrecipient 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.

#### **X. PERFORMANCE ACCOUNTABILITY**

Subrecipient shall meet or exceed required program and regulatory standards and measures. Subrecipient shall satisfy specific program components and activities to be performed as indicated in Attachments A, D, and E of this Contract. Lack of compliance with regulatory and program compliance may be grounds for reducing payment.

#### **XI. SYSTEM SECURITY AND CONFIDENTIALITY**

1. Unless otherwise provided for in this Contract, or authorized by law, Subrecipient agrees to maintain the confidential nature of individual records related to services and referrals. Subrecipient shall abide by the current confidentiality provisions of respective statutes when sharing information necessary for the provision of services under this Contract. No person

or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to clients overall.

2. The Subrecipient 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).

## **XII. GRIEVANCE PROCEDURES**

1. In the event 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.
2. Subrecipient agrees to process and resolve grievances regarding their own programs. Individuals, who seek to file a grievance with respect to services funded under this Contract about program services, or file a grievance against the Subrecipient, shall be subject to the County grievance procedures.

## **X. SITE VISITS**

The County reserves the right to make additional site visits throughout the duration of the contract.

## **XI. DOMESTIC VIOLENCE COUNTY VICTIM SERVICES**

1. On March 1, 2016, Cal OES issued a Request for Application for a new County Victim Services Program to provide one-time, federal VOCA funding to help fill victim services gaps and or needs over the period of July 1, 2016 to June 30, 2018. The grant required a Steering Committee be established with mandatory representation from several County departments, specific Cal OES funded projects, courts, and local law enforcement. The Committee collaboratively identified several existing gaps and needs with services provided to the County's crime victims and approved several projects to meet their needs to be facilitated through an expansion of county and contracted services.
2. Purpose:
  - a. Provide assistance with Criminal Justice and other legal proceedings, improve access for crime victims who are elderly, have transportation issues, special needs, or those who cannot access services during normal working hours by:
    - i. Increase access for in-house emergency legal and criminal justice advocacy
    - ii. Provide accompaniment for domestic violence victims coming into the shelter and walk-in centers.
  - b. Emergency Housing Assistance
    - i. Provide additional shelter bed nights, emergency hotel vouchers, food and/or transportation for domestic violence victims.
    - ii. Make needed repairs and/or upgrades to existing shelter to allow for increased capacity.
  - c. Enhanced Mental Health Services. Address demand for mental health services for adult and youth victims of domestic violence and increase capacity to offer services in additional languages to culturally underserved victims.

- i. Expand individual and group counseling and therapy for adult and youth victims of domestic violence
  - ii. Increase capacity to offer counseling and mental health services to culturally underserved domestic violence victims
  - iii. Increase the number of sessions and/or locations to meet the demand that exists.
- 3. Subrecipient Compliance
  - a. Funds awarded are considered to be Federal funds and reportable under the OMB's Uniform Guidance. Compliance with the Cal-OES Subrecipient Handbook is required. The awarding agency and reportable DUNS# is as follows:  
County of Orange County Executive Office  
DUNS#: 00-965-7602

## **XII. FISCAL REQUIREMENTS**

Subrecipients are required to adhere to strict fiscal and accounting standards, which include:

1. Establishment 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. Establishing and maintaining of a sound financial management system, based upon generally accepted accounting principles.
3. Establishment of a system of internal fiscal control to safeguard assets, checks the accuracy and reliability for accounting data, and promote operational efficiency.

## **XIII. BILINGUAL REQUIREMENTS**

Subrecipients must, to the extent feasible, ensure that portion of the domestic violence shelter-based services program's personnel be bilingual.

## **XIV. COUNTY OPERATING HOURS**

The County of Orange hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

The Subrecipient must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

**1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$274,098 for the period one (July 1, 2022 – June 30, 2023), \$141,748 for the period two (July 1, 2023 – June 30, 2024), \$141,748 for the period three (July 1, 2024 – June 30, 2025), as set forth in Attachment A (Scope of Services and General Requirements) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

**2. PAYMENTS:**

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after June 30 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Subrecipient in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 20<sup>th</sup> day following the month being reported. If the 20<sup>th</sup> falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under all applicable laws, regulations, and requirements, and requirements set forth in Paragraph T (Compliance with Law) of this Contract.

**3. PAYMENT TERMS:**

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under all applicable laws, regulations, and requirements set forth in Paragraph T (Compliance with Law) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Program Invoice(s) for the Shelter Based Program must be sent to the following address:

OC Community Resources  
Attention: Accounts Payable  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

Separate Program Invoice(s) for the Domestic Violence County Victims Services applicable under this contract must be sent to the following address:

County of Orange, Budget Office  
Attn: Ryan Van Otterloo  
333 Santa Ana Blvd. 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

#### **4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include in the Demand Letter/Invoice the following information:

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number - TBD
- E. Master Agreement (MA) Number – TBD
- F. Delivery Order (DO) Number - TBD
- G. Service Date(s) – Month of Service - TBD
- H. Deliverables/Service description (in accordance with Attachment A)
- I. Subrecipient's Federal Tax I.D. number
- J. Total Invoice Amount





**BUDGET SCHEDULE**  
**HUMAN OPTIONS, INC.**  
**Domestic Violence Shelter-Based Services Programs (DV)**  
**July 1, 2022 – June 30, 2025**

1. Subrecipient's Budget:

Cost Categories	FY 2022-23	FY 2023-24	FY 2024-25	TOTAL
<b>Domestic Violence Shelter Based Program:</b>				
Basic Services / Bed Nights / Safety Net	\$141,748	\$141,748	\$141,748	
Program Subtotal	\$141,748	\$141,748	\$141,748	\$425,244
<b>Domestic Violence County Victims Services:</b>				
Program Costs	\$117,350			
Indirect	15,000			
Program Subtotal	\$132,350			
Total Budget	\$274,098	\$141,748	\$141,748	\$557,594

2. Budget(s) contained in Attachment C of this Contract are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of August 2022 invoice(s), the negotiated detailed budget must be submitted to the County for final approval. Budget template(s) will be provided by the County. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports on a form provided by the Contract Administrator and will report actual costs. Invoices shall be submitted based upon the approved detailed budget(s).
3. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request Form provided by the Contract Administrator must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.
4. Invoicing
- a. All invoices are to be submitted monthly by the 20<sup>th</sup> of the following month the services were rendered along with all supporting documentation.

Shelter Based Program Invoices are to be sent to the following address:

OC Community Resources  
 Attention: Accounts Payable  
 601 N. Ross St., 6<sup>th</sup> Floor  
 Santa Ana, CA 92701



**BUDGET SCHEDULE**  
**HUMAN OPTIONS, INC.**  
**Domestic Violence Shelter-Based Services Programs (DV)**  
**July 1, 2022 – June 30, 2025**

Separate invoices are to be submitted for Domestic Violence County Victims Services application charges under this Contract. County Victim Services invoices are to be sent to the following address:

County of Orange, Budget Office  
Attn: Ryan Van Otterloo  
333 Santa Ana Blvd. 3rd Floor  
Santa Ana, CA 92701

In addition to the services provided under Domestic Violence County Victims Services, a cash or in-kind match of 20% is to be provided by the Subrecipient. This can include the use of volunteers which must be documented and reported with the monthly invoice.



## STAFFING PLAN

### HUMAN OPTIONS, INC Domestic Violence Shelter-Based Services Program (DV) July 1, 2022 – June 30, 2025

#### Domestic Violence Shelter-Based Services Program Staffing Plan and Required Match:

STAFFING PLAN AGENCY MATCH	
Title	FTE*
Residential Manager	0.2
Case Manager Supervisor	0.3
Hotline Coordinator	0.4
Case Manager	1.0
Hotline Advocate	2.7
Site Administrator	0.2
Children's Advocate Lead	0.4
Children's Advocate	0.4
Therapeutic Supervisor	0.3
TOTAL:	5.9

\*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

Subrecipient must provide at least 30% cash and/or in-kind match share of the Shelter-Based Contract amount. Other funding from the County cannot be used to meet this match, as specified in Attachment C - Budget Schedule.

AGENCY MATCH					
Period	Salaries	Benefits	Salary Match	Benefits Match	Total Agency Match (30% Minimum of Shelter-Based Contract Total)
July 1, 2022 – June 30, 2023	\$121,285	\$20,463	\$172,621	\$29,345	\$201,966
July 1, 2023 – June 30, 2024	\$126,136	\$21,282	\$179,525	\$30,519	\$210,044
July 1, 2024 – June 30, 2025	\$131,182	\$22,133	\$186,706	\$31,740	\$218,446



## PERFORMANCE STANDARDS

### HUMAN OPTIONS, INC. Domestic Violence Shelter-Based Services Program (DV) July 1, 2022 – June 30, 2025

PERFORMANCE SUMMARY				
PROVIDER NAME: Human Options, Inc.	Domestic Violence Shelter Based Program:			
	FY 22-23	FY 23-24	FY 24-25	Total
1. SERVICES: a) Projected total requesting information (not requiring services)	3,000	4,000	4,000	11,000
1. SERVICES: b) Projected total persons served (breakdown by type of service provided)	3,000	4,000	4,000	11,000
2.SHELTER RESIDENCE: Projected total adult or children residents served	51	66	66	183
7. HOTLINE: Projected total intervention calls served on the crisis hotline	3,000	4,000	4,000	11,000
9. SAFETY NET: Projected total safety net vouchers	23	30	30	83
10. ONE-STOP REFERRALS: Minimum job ready clients referred to One-Stop	18	24	24	66

#### I. Service Performance

- 1) **Services:** Provision of services reported by including information regarding the: a) projected total number of persons requesting (not requiring) services, and b) projected total number of persons served according to the type of service they were provided with.
- 2) **Shelter Residence – Adults or Children:** Provision of 24-hour care, supervision and shelter of individuals. Includes provision of food and food supplements for meal preparation on-site including. Adults or children are housed at \$70 per night, for an average of 30 days per client, and provided three (3) meals a day.
- 3) **Individual Counseling:** Available provision of counseling techniques by a licensed clinician, a professional counsel or an intern whose work is directly supervised by a licensed clinician in a group setting.
- 4) **Group Counseling/Educational Classes:** Available 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,



## PERFORMANCE STANDARDS

### HUMAN OPTIONS, INC.

#### Domestic Violence Shelter-Based Services Program (DV)

July 1, 2022 – June 30, 2025

nutrition, English, and basic skills.

- 5) **Case Work:** In conjunction with available counseling, this available activity includes but is not limited to: writing case summaries, making incidental contacts to parents or other agencies on behalf of client, legal assistance referrals, arranging appointments, reviewing lab results, etc.
- 6) **Parent Education:** Available instruction for parents which includes information on 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.
- 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. Number of annual calls received are based on usage.
- 8) **School Enrollment:** All school-aged children being housed at the shelter will be enrolled in school.
- 9) **Safety Net / Motel Voucher Program (If Applicable):** The provision of short-term emergency residence in a predetermined and approved motel until space becomes available at one of the contracted shelters. Includes counseling and meals. Client motel voucher/safety net adult bed nights are calculated at a cost of \$75 per night.
- 10) **Referrals of Job-Ready Clients to One Stop Centers:** Referrals for One-Stop Center services and/or programs for job-ready clients. A minimum of two clients per month shall be referred to the One-Stop System.



## FEDERAL AWARD IDENTIFICATION NUMBER

FAIN INFORMATION				
<b>A.</b>	Subrecipient Name:	Human Options, Inc.		
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S):	806923306		
	SAM Unique Entity Identifier (UEI):	XC3EL4FAP817		
<b>C.</b>	Federal Award Identification Number (FAIN):	See Table in F		
<b>D.</b>	Federal Award Date:	See Table in F		
<b>E.</b>	Subaward Period of Performance:	See Table in F		
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:	\$		
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>
	16.575	2019-V2-GX-0053	01/07/22	\$363,562
	16.575	2020-V2-GX-0031	01/07/22	\$107,703
	<b>TOTAL:</b>			<b>\$471,265</b>
<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:	\$70,000		
<b>H.</b>	Total Amount of the Federal Award:	N/A		
<b>I.</b>	Federal Award Project Description:	County Victim Services Program		
<b>J.</b>	Federal Awarding Agency:	Office for Victims of Crime		
<b>K.</b>	Name of PTE:	Governor's Office of Emergency Services		
<b>L.</b>	Contact Information for the Awarding Official:	Mark S. Ghilarducci, Director		
	Phone Number:	(916) 845-8506		
	E-mail Address:			
<b>M.</b>	CFDA Number:	See Table in F		
	CFDA Name:	See Table in F		
<b>N.</b>	Whether Award is R&D:	No		
<b>O.</b>	Indirect Cost Rate for the Federal Award:	10% Cap		

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, Human Options, Inc. is determined to be a Subrecipient.

**DRUG FREE WORKPLACE CERTIFICATION**

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**Company/Organization Name:**

Human Options

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying the actions to be taken against employees for violations of the prohibitions, 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 drug 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 8355I that every employee who works on the proposed contract or grant
  - (a) Will receive a copy of the company’s drug-free policy statement described in paragraph (1) above, and
  - (b) Will agree to abide by the terms of the company’s statement as a condition of employment in the contract or grant.

**CERTIFICATION**

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*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.*

Maricela Rios-faust

---

Official’s Name

4/18/2022

Orange

---

Date Executed

Executed in the County of

DocuSigned by:

*Maricela Rios-faust*

Chief Executive Officer

---

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Maricela Rios-faust

\_\_\_\_\_  
Name

Chief Executive Officer

\_\_\_\_\_  
Title

DocuSigned by:  
*Maricela Rios-faust*  
PDF9091B8D63407  
\_\_\_\_\_  
Authorized Signature



**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

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.

Human Options

\_\_\_\_\_  
Grantee/Contractor Organization

Maricela Rios-faust

\_\_\_\_\_  
Name

Chief Executive Officer

\_\_\_\_\_  
Title

DocuSigned by:  
*Maricela Rios-faust*  
DF5931B6D83407  
\_\_\_\_\_  
Authorized Signature

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

## 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. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. 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 is and has been secured to influence the outcome of a covered 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 sub-awardee, e. g. the first sub-awardee 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 "Sub-awardee", 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 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 09."
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 primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.


Public reporting burden for this collection of information is estimated to average 30 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 D.C., 20503.

NON-APPLICABLE

**EXHIBIT 4**  
**Page 2 of 3**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only:  Year: _____ Quarter: _____  Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity</p> <p>Prime</p> <p>Sub-awardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Sub-awardee:  Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:  \$</p>	
<p>10a. Name and Address of Lobbying Entity  (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services  (including address if different from No. 10a)  (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$      Actual                  Planned</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify:</p> <p>nature: _____</p> <p>value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached:      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>16. Information requested through this form 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. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An 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.</p>	<p>Signature:  _____</p> <p>Print Name: Maricela Rios-faust</p> <p>Title: Chief Executive Officer</p> <p>Telephone No:</p> <p>Date: 4/18/2022</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**  
Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: January 17, 2020

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**REFERENCES:**

Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

### **PROCEDURES:**

#### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 

OC Community Resources Accounting  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

#### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

### **ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES:** Inquiries may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com)



**Reimbursement Policy Status Form**

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor’s designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

**Contractor:** Human Options, Inc. **Effective Date:** July 1, 2022

**Contract #:** MA-012-22011315

**Documentation Status:**    **Abbreviated**      **Comprehensive**

\*\*\*\*\*

**Program Authorization by:**

**Auditor Controller Authorization by:**

Print Name

Print Name

**Signed by:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**Date:**

**Date:**

*Two signatures are required to implement the form.*

Distribution:

- Contractor
- Auditor Controller
- Contract File
- Program File