

CONTRACT No. 16-28-0023 DV

BETWEEN

COUNTY OF ORANGE

AND

INTERVAL HOUSE

FOR

DOMESTIC VIOLENCE SHELTER BASED PROGRAMS SERVICES

FUNDING SOURCE: 100% MARRIAGE LICENSE & BATTERER'S FEES



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This Agreement #16-28-0023 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 CONTRACTOR, Interval House, with a place of business at P.O. Box 3356, Seal Beach, CA 90740-2356; hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, CONTRACTOR responded to a Request for Proposal ("RFP") for Fiscal Year 2012-13, for Domestic Violence Shelter Based Programs funds to be provided under this CONTRACT and received by COUNTY pursuant to the Domestic Violence Shelter Based Programs Act, Welfare and Institutions Code Section 18290 et seq., Government Code Sections 26840.7 and 26840.8, section 1203.097 (5) of the Penal Code and as amended through California A.B. 352, Chapter 431; and

WHEREAS, the CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP and was deemed fundable; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY approved an allocation and has appropriated a portion of its Domestic Violence Programs Special Fund in an amount not to exceed ~~\$216,286 (Two Hundred Sixteen Thousand, Two Hundred Eighty Six Dollars)~~ *\$328,286 (Three Hundred Twenty-Eight Thousand, Two Hundred Eighty-Six Dollars)*, to engage CONTRACTOR for Fiscal Year 2016-17 to carry out certain program services; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLES

Terms and Conditions:

1. **Coordination/Administration of Contract:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division Domestic Violence Shelter Based Programs project coordinator (hereinafter referred to as "PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the Domestic Violence Shelter Based Program services provided by the COUNTY. The County's Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.

2. **Purpose:** OC Community Resources/Community Investment Division works with service providers and other state agencies to coordinate services to domestic violence victims. Funding is provided to support eligible domestic emergency crisis shelters that provide direct services to battered women and their children.

 Services may include a crisis hotline, emergency and transitional shelter, counseling, case management, and other supportive services including transportation, child care, legal advocacy and referrals.

 Domestic Violence Shelter will provide services for victims of domestic violence and their children, regardless of gender, age, language or disability. Shelters will provide staff members who are multicultural, multilingual, and are able to work effectively with non-English monolingual clients and their children.

3. **Term of Contract:** The effective term of this CONTRACT shall commence on July 1, 2016 and terminate on June 30, 2017, subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. Contract may not be renewed.

4. **Contingency of Funds:** CONTRACTOR understands that funding for this CONTRACT is exclusively through imposition of a fee collected by the County Clerk at the time of issuance or filing of marriage license and marriage certificates, pursuant to Government Code Sections 26840.7 and 26840.8; section 18305 of the Welfare and Institutions Code and that portion of the mandatory sentencing statute funds that are set forth in Section 1203.097(5) of the Penal Code batterer's fees. CONTRACTOR further understands any COUNTY funds to be disbursed, in accordance with this CONTRACT, is based upon projection and estimate.

CONTRACTOR agrees that this CONTRACT and COUNTY's obligation to disburse funds in accordance therewith are subject to both inclusion of sufficient funding in the Budget adopted by COUNTY's Board of Supervisors for the fiscal year covered by this CONTRACT and actual receipt of such funds by COUNTY.

In the event that COUNTY does not appropriate sufficient funds or does not receive that amount which has been appropriated for the Domestic Violence Programs Special Fund, or in the event that experience demonstrates that COUNTY's projections and estimates of amounts which will be generated by marriage license certificates fees and batterer's fees are erroneous, CONTRACTOR shall be required, at the option of COUNTY, to

renegotiate funding and service levels, or in the alternate, the monthly payments called for in Paragraph 42 may be reduced or adjusted accordingly by COUNTY.

Reduction or adjustment of funding, pursuant to this Paragraph 4, shall be made in accordance with the procedures set forth in Paragraph 15, but shall not require a determination that CONTRACTOR has not met activity levels required by this CONTRACT.

CONTRACTOR agrees and understands that the COUNTY's obligations of this CONTRACT are funded primarily thru the COUNTY's Domestic Violence Programs Special Fund and that said obligation may be funded by COUNTY's General Fund monies.

All contracts awarded as the result of the RFP process are subject to funding fluctuations, as they are based on projections and estimates of amounts which will be generated by marriage license fees and batterer's fees.

In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce maximum obligation, or modify this CONTRACT, without penalty. The decision of CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or CONTRACT MANAGER's decision.

5. Program Income: COUNTY's maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.

6. Fiscal Accountability:

a. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR'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. CONTRACTOR's Records. CONTRACTOR'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; and
- 3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

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.

7. **Non Supplantation of Funds:** CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval from COUNTY.
8. **Amendments – Changes/Extra Work:** The CONTRACTOR 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 with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR 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 CONTRACT MANAGER, shall require the mutual consent of all PARTIES, and may be prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

9. **Nondiscrimination and Compliance Provisions:**

- a. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Parts 33 and 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- b. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- c. In the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor

will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- d. CONTRACTOR will include the non-discrimination and compliance provisions of this Paragraph of the CONTRACT in all subcontracts to perform work under this CONTRACT.
 - e. CONTRACTOR will give written notice of its obligations under this Paragraph of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
 - f. CONTRACTOR shall furnish any and all information requested by COUNTY'S PROJECT MANAGER and shall permit COUNTY'S PROJECT MANAGER access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.
- 10. Site Visits:** Site visits will be conducted by OC Community Resource staff to verify the total number of adult beds that are available. The County reserves the right to make additional site visits throughout the duration of each contract awarded to verify ongoing shelter capacity
- 11. Performance Standards:** CONTRACTOR 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 "A-1", "B-1", "C-1", and "D-1"* of this CONTRACT.

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

- a. CONTRACTOR 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 18290 et seq., Penal Code section 1203.097 (5); and that CONTRACTOR must expend these funds in accordance with said law, in particular Sections 18293 through 18298 of Domestic Violence Shelter-Based Programs Act, Welfare and Institutions Code inclusive, 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 contractors; 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, CONTRACTOR 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.

12. Annual Audit:

- a. Independent Audit. Following each COUNTY Fiscal Year covered by this CONTRACT CONTRACTOR shall independently arrange for an audit of its use during the preceding COUNTY Fiscal Year of Domestic Violence Shelter Based Program funds received from COUNTY. Said audit shall contain a final reconciliation of actual revenues and expenses compared to the Budget Schedule (*Attachment "C-1"*) for said COUNTY Fiscal Year, pursuant to 16 California Code of Regulations Section 3642. Said audit shall describe and assess fiscal practices and status.

CONTRACTOR shall submit one (1) copy of such audit report to COUNTY's PROJECT MANAGER 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.

13. Access and Records:

- a. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's SUBCONTRACTORS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. CONTRACTOR shall insert this condition in each CONTRACT between CONTRACTOR and a SUBCONTRACTOR that is pursuant to this CONTRACT shall require the SUBCONTRACTOR to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning 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 CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the COUNTY of Orange, California, CONTRACTOR

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 CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR'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 agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
 - c. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this CONTRACT.
- 14. Budget Schedule:** CONTRACTOR 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-1"*, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
- 15. Modification of Budget Schedule:**
- a. Upon written approval of CONTRACT MANAGER, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT MANAGER. A modification of the Budget Schedule may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT MANAGER includes approval of the new Budget Category.
 - b. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Services. Without further Board action, DIRECTOR may execute amendments to this CONTRACT modifying CONTRACTOR's services in amounts that do not collectively increase by more than ten percent (10%) the price of said services under this CONTRACT when originally executed. Modifications in excess of a ten percent (10%) increase of the original CONTRACT price, and modifications that materially alter either of the PARTIES' obligations hereunder must be approved by the County's Board of Supervisors. The COUNTY may execute amendments to decrease the amount of the contract without obtaining approval by the Board of Supervisors.
- 16. Match:** CONTRACTOR shall make cash and/or in-kind match Contractor 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.

17. **Breach of Contract:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event 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 CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the CONTRACTOR is in breach; and
 - d. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
18. **CONTRACTOR – Change in Ownership:** The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.
19. **Conditions Affecting Work:** The CONTRACTOR 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 CONTRACTOR to do so will not relieve CONTRACTOR 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 the CONTRACT.
20. **Conflict of Interest – CONTRACTOR’s Personnel:** The CONTRACTOR 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 CONTRACTOR; the CONTRACTOR’s employees, agents, and relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. The CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
21. **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 CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
22. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop

a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

- 23. CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
- 24. CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a PROJECT MANAGER to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This CONTRACTOR 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 CONTRACTOR's PROJECT MANAGER shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the contractor's project manager.

- 25. COUNTY Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

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

- 26. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR 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 CONTRACTOR 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.

27. 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 CONTRACTOR's Project MANAGER and the COUNTY's PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY's PROJECT MANAGER by way of the following process:
- 1) The CONTRACTOR shall submit to the agency/department assigned COUNTY'S PROJECT MANAGER 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 CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR 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 CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this Paragraph 27 shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph K herein.

- 28. Complaint Handling Procedures:** CONTRACTOR shall comply with the "Complaint Handling Procedures", a copy of which is available from the PROJECT MANAGER. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the COUNTY'S PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on CONTRACTOR.

- 29. EDD Independent CONTRACTOR Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc 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. (See Exhibit "6")

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 CONTRACTORS. An independent CONTRACTOR is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... 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 www.edd.ca.gov/txicr.htm.

- 30. Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR 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 services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. 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. Sectarian Activities:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
- 32. Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit “3” 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.
- 33. Lobbying:**
- a. CONTRACTOR shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit “4” and incorporated herein by this reference. CONTRACTOR 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 “5” and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR’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 CONTRACTOR pursuant to this CONTRACT.
 - b. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- 34. Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.

35. Standards of Conduct:

- a. General Assurance. Every reasonable course of action will be taken by CONTRACTOR 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. CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
- d. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR 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 CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR 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 CONTRACTOR, a permanent record of the transaction will be retained.
- e. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR or COUNTY.

36. **News/Information Release:** The CONTRACTOR 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 agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER.

37. **Notices:** Any and all notices, requests 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.

For COUNTY:
 OC Community Resources
 1300 S. Grand Ave. Bldg. B 3rd Floor
 Santa Ana, CA 92705
 Attn: Amy Hernandez

For CONTRACTOR:
 Interval House
 P.O. Box 3356
 Seal Beach, CA 90740-2356
 Attn: Carol Williams, E.D.

- 38. Literature / Publication:** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and Federal government funds; is supported by the OC Community Resources/OC Community Services Department; is an “equal opportunity employer/program” and that “auxiliary aids and services are available upon request to individuals with disabilities.”
- 39. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. 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 CONTRACTOR without the express written consent of the COUNTY.
- 40. Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. 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 articles of this CONTRACT, and then the attachments and exhibits.
- 41. COUNTY’s PROJECT MANAGER:** The COUNTY shall appoint a COUNTY’S PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this contract. The COUNTY’s PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
- The COUNTY’s PROJECT MANAGER shall have the right to require the removal and replacement of the CONTRACTOR’s Project Manager and key personnel. The COUNTY’s PROJECT MANAGER shall notify the CONTRACTOR in writing of such action. The CONTRACTOR shall accomplish the removal within 14 calendar 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 CONTRACTOR’s Project Manager and key personnel. Said approval shall not be unreasonably withheld.
- 42. Payment Requirements:** CONTRACTOR agrees that any and all funds received under this CONTRACT shall be disbursed on or before June 30, 2017, and that any and all funds remaining as of June 30, 2017, which have not been disbursed shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT in accordance with Paragraph K. No expense of

CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2017. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2017.

Upon the effective date of this CONTRACT, COUNTY shall make payment to CONTRACTOR in accordance with the following payment schedule:

- a. Monthly Payments: Beginning August 1, 2016, upon receipt and approval by OC Community Resources – OC Community Services/Community Investment Division, of CONTRACTOR's invoice showing prior months actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this CONTRACT do not exceed ~~\$216,286~~ \$328,286.
 - b. COUNTY Discretion: At the sole discretion of COUNTY, payments to CONTRACTOR 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 CONTRACTOR.
 - c. Invoices: CONTRACTOR shall provide monthly invoices by the 20th day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this CONTRACT. Invoices shall not exceed one-twelfth (1/12) of the CONTRACTOR'S annual contracted amount at any given month, except in the event CONTRACTOR has billed below the one-twelfth (1/12) limit in previous months within the designated program year – only in this case may CONTRACTOR bill beyond the one-twelfth (1/12) limit up to the amount that has been aggregately billed below the one-twelfth (1/12) limit previously within the designated program year. Invoice payment is subject to availability of revenue collected by COUNTY for Domestic Violence Shelter-Based Programs Act program. If said revenues collected by COUNTY are insufficient to fully cover the monthly invoice, the COUNTY shall pro rate the invoice and remit funds that are available based on a formula number of beds to overall total shelter beds being funded through the program. If CONTRACTOR 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, CONTRACTOR 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.
- 43. Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY's PROJECT MANAGER and the CONTRACTOR's Project Manager will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's Project Manager and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.
- 44. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (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 CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus 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 execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

- 45. 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 CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, 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, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.
- 46. Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as CONTRACTOR's Project Manager and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
- 47. 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.
- 48. Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 2 and incorporated herein by this reference.

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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 trial to another COUNTY.
- B. Entire Contract:** This CONTRACT, including *Attachments A-1, B-1, C-1 and D-1*, and Exhibits 1, 2, 3, 4, 5, 6, and 7, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, 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 CONTRACT MANAGER.
- 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 services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** CONTRACTOR 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 CONTRACTOR’s part to indemnify, defend and hold COUNTY and COUNTY INDEMNITEES as identified in paragraph “HH” below, and as more fully described in Paragraph “HH”, 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, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR 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. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph "HH" 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, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-Contracting:** 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 or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract 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, CONTRACTOR 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. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- 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. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. Performance: CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.

P. Insurance:

Insurance Provisions

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

If the CONTRACTOR 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 licensed to do business in the state of California (California Admitted Carrier) or have 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**

If the insurance carrier is not an admitted carrier in the state of California and 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 CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
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 Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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 Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "claims made" policies, CONTRACTOR 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 CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified CONTRACTOR.

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

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

***Certificate Holder Information:**

The County of Orange has contracted with EBIX RCS to monitor insurance certificates and endorsement for compliance with the above requirements. Upon initial award of a CONTRACT, the Certificate(s) and endorsements(s) should be forwarded to the agency/department address on your behalf. EBIX RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for

information or corrections in order for the County to continue your CONTRACT through the expiration date.

- Q. Bills and Liens:** “Intentionally Left Blank”
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY’s specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR’s duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** CONTRACTOR 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 CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently 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 CONTRACTOR and CONTRACTOR’s staff, agents and employees.
- V. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph “HH” below, CONTRACTOR 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
- W. Freight (F.O.B):** “Intentionally Left Blank
- X. Pricing:** “Intentionally Left Blank”
- Y.** “Intentionally Left Blank”
- Z. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. 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.

- BB. 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.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. 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 has 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.
- FF. Authority:** Intentionally left Blank"
- GG. Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and subCONTRACTORS 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 CONTRACTOR shall retain all such documentation for all covered employee, consultants and subCONTRACTORS for the period prescribed by the law. The CONTRACTOR 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 CONTRACTOR or the COUNTY or COUNTY INDEMNITEES, or 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.
- HH. Indemnification:** CONTRACTOR 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 CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction

because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment

- II. Audits/Inspections:** CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's records before final payment is made.

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

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's PROJECT MANAGER.

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IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

***Interval House**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Steve Franks, Director
OC Community Resources

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: _____

Dated: _____

DEPUTY COUNTY COUNSEL

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:

I. PROGRAM DESIGN

- A. Consistent with the Domestic Violence Shelter-Based Programs Act, California Welfare and Institutions Code, Sections 18290 et seq.:
1. Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based services programs.
 2. Domestic violence shelter-based services programs shall provide all of the following basic services to victims of domestic violence and their children:
 - a. Shelter on a 24 hours a day, seven (7) days a week basis
 - b. A 24 hours a day, seven (7) days a week switchboard for crisis calls
 - c. Temporary housing and food facilities
 - d. Psychological support and peer counseling
 - 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 services program
 - h. Emergency transportation as feasible
 3. 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 support and counseling
 - d. Information regarding other social services
 4. 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.
 5. The staff of the domestic violence shelter-based services program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based services programs.
 6. The staff of each domestic violence shelter-based services program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
 7. Volunteers shall be trained and used to maximum capacity in the delivery

- of services.
8. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.
 9. Inasmuch as domestic violence shelter-based services programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based services program's personnel shall be bilingual.
 10. An effort shall be made to recruit formerly battered spouses as staff members.

II. ADDITIONAL REQUIREMENT

- A. Reports – CONTRACTOR shall adhere to all COUNTY reporting requirements, in the format determined by the COUNTY, including reporting requirements specified in Exhibit B, Section VII of this Agreement.
- B. Resource Development – CONTRACTOR shall demonstrate their ability to receive and make use of any funds available from government, voluntary, philanthropic or other sources which may be used to augment any county funds appropriated.
- C. CONTRACTOR will develop strategies for long term financial planning; program resource development; innovation in expansion and coordination of new funding, services and educational programs to serve domestic violence victims.

III. PERFORMANCE ACCOUNTABILITY

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

IV. SYSTEM SECURITY AND CONFIDENTIALITY

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

V. GRIEVANCE PROCEDURES

- A. 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.
- B. CONTRACTOR agrees to process and resolve grievances regarding their own programs. Individuals, who seek to file a grievance with respect to services funded under this Agreement about program services, or file a grievance against the CONTRACTOR, shall be subject to the COUNTY grievance procedures.

DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

I. INTRODUCTION/PURPOSE

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.

II. SUBRECIPIENT COMPLIANCE

*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*

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:**I. PURPOSE**

The purpose of this Agreement 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 INFORMATION

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

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

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

III. DEFINITIONS

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

- A. **Domestic Violence** means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- B. **Cohabitant** means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
 - 1. Sexual relations between the parties while sharing the same living quarters
 - 2. Sharing of income or expenses
 - 3. Joint use or ownership of property
 - 4. Whether the parties present themselves as husband and wife
 - 5. The continuity of the relationship
 - 6. The length of the relationship
- C. **Domestic Violence Shelter** means a shelter for domestic violence victims that meet all of the following requirements:
 - 1. Provides shelter in an undisclosed and secured location
 - 2. Provides staff that meets the requirements set forth in Section 1037.1 of the Evidence Code
 - 3. Meets the requirements set forth in Section 18294 of the California Welfare and Institutions Code
- D. **Undisclosed** means a location that is not advertised or publicized.

IV. GOALS AND OBJECTIVES

- A. Goals and Objectives
 - 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:
 - (1) Shelter
 - (2) Food
 - (3) Clothing
 - 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:
 - (1) Individual counseling
 - (2) Group counseling/Educational classes

- (3) Case work
- (4) Parenting skills
- (5) 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:

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

VI. SERVICE DELIVERY:

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

- D. If CONTRACTOR does not have enough available beds to accommodate the domestic violence victim(s), the CONTRACTOR agrees to:
1. Provide referrals to other County-funded domestic violence shelters; or
 2. Provide direct referrals to other appropriate shelters to ensure the safety of the victim(s).

VII. DATA COLLECTION AND REPORTING REQUIREMENTS

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

2. Program Statistics
 - (a) Number of persons requesting services
 - (b) Number of adult residents and number of child residents
 - (c) Total number of adult and child bed days
 - (d) Number of adult residents previously sheltered at any shelter
 - (e) Number of child residents who received counseling of any kind
 - (f) Number of hotline calls received
 - (g) Number of safety transfer referrals
 - (h) Number of referrals to One-Stop Centers/Youth Providers
 - (i) Number of persons that received referrals to other existing services within community
 - (j) Number of Safety Net Motel Voucher Nights
 - (k) Number of persons that received supportive services through Drop-in Center
 - (l) Number of persons that received emergency transportation

- E. Monitoring Requirements – In order for the County to monitor the domestic violence shelter-based services programs, contractors must collect and provide the following information:
 1. Number of persons requesting services
 2. Number of persons receiving services according to the type of services provided
 3. Need, if any, for additional services or staffing
- F. CONTRACTORS must collect for submission to the County when requested:
 1. Board Minutes
 2. Quarterly Customer Satisfaction Surveys
- G. The County reserves the right to modify the categories, data submission criteria and format of the reports at any time.
- H. Quarterly Domestic Violence Team Meetings – CONTRACTORS 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.

DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

I. 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:
 1. *Increase access for in-house emergency legal and criminal justice advocacy*
 2. *Provide accompaniment for the domestic violence victims coming into the shelter and walk-in centers*

B. Emergency Housing Assistance

1. *Provide additional shelter bed nights, emergency hotel vouchers, food and/or transportation for domestic violence victims.*
2. *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.

1. *Expand individual and group counseling and therapy for adult and youth victims of domestic violence*
2. *Increase capacity to offer counseling and mental health services to culturally underserved domestic violence victims*
3. *Increase the number of sessions and/or locations to meet the demand that exists*

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:

PROGRAM COSTS	TOTAL
Basic Services / Bed Nights / Safety Net Motel Voucher Program	\$ 216,286
GRAND TOTAL	\$ 216,286

BUDGET DETAIL

Number of Positions	Position Classification	Actual Monthly Salary	Percent of Time on Project	Months to be Employed	Total Costs	Agency Match (30% Minimum)
1	Shelter Program Director	\$ 8,375	25%	12	\$ 25,125	\$ 25,125
1	Clinical Therapist	\$ 5,200	25%	12	\$ 15,600	\$ 15,600
1	Clinical Supervisor	\$ 7,500	25%	12	\$ 22,500	\$ 22,500
4	Domestic Violence Advocate	\$ 3,874	100%	12	\$185,952	\$185,952
2	Domestic Violence Counselor	\$ 5,083	50%	12	\$ 61,000	\$ 61,000
1	Children's Program Director	\$ 3,666	75%	12	\$ 32,994	\$ 32,994
1	Youth Program Coordinator	\$ 3,666	75%	12	\$ 32,994	\$ 32,994
Subtotal					\$376,165	\$376,165

Fringe Benefits: Specific type of costs, percentages and base applied to:	Total Cost	Agency Match (30% Minimum)
FICA (7.65% x \$376,185)	\$ 28,777	\$ 28,777
SUI (3% x \$376,185)	\$ 11,285	\$ 11,285
Workers' Comp (2.35% x \$376,185)	\$ 8,840	\$ 8,840
Medical and Life Insurance (5% x \$376,185)	\$ 18,808	\$ 18,808
Retirement (3% x \$376,185)	\$ 11,285	\$ 11,285
Subtotal	\$ 78,995	\$ 78,995

BUDGET DETAIL GRAND TOTAL	\$455,160	\$455,160
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DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

The following are anticipated uses of the amount awarded. Any adjustments within the stated categories or over fiscal periods must be approved by the County in writing.

BUDGET DETAIL

Description	FY 2016-17
Salaries & Benefits	
Legal Consultant	\$ 4,800
Mental Health Consultant	4,875
Repairs & Shelter Upgrades	24,523
Emergency Shelter & Vouchers	67,620
10% Indirect	10,182
Total	\$ 112,000

In addition to the services provided, a cash or in-kind match of 20% (\$20,000/annually) is to be provided by the contractor. This can include the use of volunteers which must be documented and reported with the monthly invoice.

INVOICING

Separate invoices are to be submitted for County Victim services applicable under this amendment. County Victim Services Invoices are to be submitted monthly by the 20th of the following month the services were rendered along with all supporting documentation. County Victim Services Invoices are to be sent to the following address:

County of Orange, Budget Office
 Attn: Kim Engelby
 333 Santa Ana Blvd. 3rd Floor
 Santa Ana, CA 92701

DOMESTIC VIOLENCE SHELTER BASED PROGRAM:

- 1) **SERVICES:** Provision of services by including information regarding the:
 - **800 Projected total number of persons requesting (not requiring) services.**
 - **600 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.
 - **102 Projected total number of adults or children 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 counselor 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, 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 of child development, child services, enrichment activities or the teaching of practical skills for child-rearing such as basic health care procedures for infants. May include specialized course or communication (such as P.E.T.), child discipline, etc.

- 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.
 - **3,000 Projected total number of annual calls received (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.
- **15 Projected total number of client motel voucher/safety net adult bed nights at \$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.
- **At minimum two (2) clients per month = 24 total referrals to the One-Stop System.**

DOMESTIC VIOLENCE COUNTY VICTIM SERVICES:

1) *Schedule of Deliverables and Timeline*

There are Progress Reports and Subgrantee Quarterly Reports required as outlined below:

<i>Report</i>	<i>Report Period</i>	<i>Due Date</i>
<i>Progress Report #1</i>	<i>July 1, 2016 – December 31, 2016</i>	<i>January 11, 2017</i>
<i>Quarterly Report #1</i>	<i>July 1, 2016 - December 31, 2016</i>	<i>January 11, 2017</i>
<i>Quarterly Report #2</i>	<i>January 1, 2017 – March 31, 2017</i>	<i>April 11, 2017</i>

Required information may be included on the monthly invoices.