



**DISPUTE RESOLUTION PROGRAM AGREEMENT
COUNTY OF ORANGE**

FUNDING SOURCE: 100% Civic Filing Fees AGREEMENT #305

THIS AGREEMENT, between the County of Orange, hereinafter referred to as "COUNTY" and Orange County Society of St. Vincent de Paul hereinafter referred to as "CONTRACTOR," consists of fifty-two (52) sections and the following ten (10) exhibits: **A.** General Program Requirements, **B.** Statement of Work, **C.** Performance Standards, **D.** Budget Schedule, **E.** Drug Free Workplace Certification, **F.** Suspension and Debarment Certification **G.** Certification Regarding Lobbying, **H.** Disclosure Form to Report Lobbying, **I.** EDD Reporting Requirements, and **J.** Child Support Enforcement Requirements

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- B Statement of Work
- C Performance Standards
- D Budget Schedule
- E Drug-Free Workplace Certification
- F Suspension and Debarment Certification
- G Certification Regarding Lobbying
- H Disclosure Form to Report Lobbying
- I EDD Reporting Requirements
- J Child Support Enforcement Requirements

1 **WHEREAS**, funds provided under this Agreement are received by COUNTY pursuant to the
2 Dispute Resolution Programs Act (DPRA), Business and Professions Code Sections 465 to 471.5 and
3 California Code of Regulations (CCR) Title 16, Division 36; and

4 **WHEREAS**, COUNTY, by Minute Order dated June 17, 2008, a copy of which is on file with the
5 Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein
6 and made a part hereof as if fully set forth, has appropriated a portion of its Dispute Resolution Funds to
7 engage CONTRACTOR to carry out certain program services; and

8 **WHEREAS**, the OC Community Resources – OC Community Resources / Community Investment
9 Division, hereinafter referred to as COORDINATOR, is responsible for the administration and coordination
10 of Dispute Resolution Programs;

11 **WHEREAS**, OC Community Resources, Director or designee (hereinafter referred to as
12 “DIRECTOR”), shall administer this Agreement as is necessary or reasonable to comply with or implement
13 the grant funds received by COUNTY and as required by law or applicable regulations; and

14 **WHEREAS**, CONTRACTOR is agreeable to the terms and conditions hereinafter set forth;

15 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

16 **TERM**

17 1. The term of this Agreement shall commence on July 1, 2008 and terminate on June 30, 2009
18 subject to the provisions of Sections 15, 39 and 41 of this Agreement; however, CONTRACTOR shall be
19 obligated to perform such duties as would normally extend beyond this term, including but not limited to
20 obligations with respect to indemnification, audits, reporting and accounting.

21 **PURPOSE**

22 2. The purpose of the Dispute Resolution Program is to provide dispute resolution services to
23 COUNTY residents. These services assist in resolving problems informally and function as alternatives to
24 more formal court proceedings. The purpose and intent of the California Dispute Resolution Program are
25 stated in the Dispute Resolution Program Act (hereinafter “DRPA”), California Business and Professions
Code Sections 465-471.5. CONTRACTOR shall ensure that the program funded hereby shall comply with
this purpose.

1 **COMPLIANCE WITH LAW**

2 3. CONTRACTOR acknowledges that the funds being provided by COUNTY are funds received
3 by COUNTY pursuant to the DRPA, Business and Professions Code Section 465 et seq., as amended
4 and in its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of
5 the following, whether or not otherwise referred to in this Agreement:

6 (a) The DRPA and all applicable federal statutes, regulations, policies, procedures and
7 directives, including but not limited to, DRPA, Business and Professional Code Sections 465-471.5 and
8 California Code of Regulations (CCR) Title 16, Division 36.

9 (b) All applicable standards, orders, or requirements issued under section 306 of the
10 Clean Air Act (42 U.S.C. Sections 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C.
11 Sections 151 et seq.), and Environmental Protection Agency regulations (40 CFR part 15) in
12 contracts in excess of \$100,000.

13 (c) CONTRACTOR shall comply with such mandatory standards and policies relating to energy
14 efficiency as particularized in the State Energy Conservation Plan. (California Code of Regulations, Title
15 20, Division 2, Chapter 4 et seq.), as required by the U.S. Energy Policy and Conservation Act (42 U.S.C.
16 8201 et seq.) as each may now exist or be hereafter amended.

17 (d) All applicable State statutes, regulations, policies, procedures and directives;

18 (e) All applicable COUNTY policies, procedures and directives;

19 (f) All applicable local ordinances and requirements, including use permits and licensing;

20 (g) Court orders applicable to CONTRACTOR'S operations; and

21 (h) The terms and conditions of this Agreement.

22 If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify
23 DIRECTOR in writing within thirty (30) days after enactment or modification that it cannot so comply.

24 **STATEMENT OF WORK**

25 4. This Agreement is based upon the Statement of Work, attached hereto and incorporated herein
as Exhibit B B1 to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all
work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in

1 a professional, timely and diligent manner. The parties hereto agree that the Statement of Work will be
2 controlling.

3 **SERVICES**

4 5. CONTRACTOR agrees that those specific program components to be performed by
5 CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring,
6 include, but are not limited to, those set forth in Exhibits "A", "~~B~~" and "~~C~~", "A1", B1" and "C1", which are
7 attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible
8 for and guarantees performance of all of the specific program components and service levels listed in
9 Exhibits "A", "~~B~~" and "~~C~~", "A1", B1" and "C1". CONTRACTOR further agrees that lack of compliance with
10 Exhibits "A", "~~B~~" and "~~C~~", "A1", B1" and "C1" may, in addition to those remedies set forth in Section 39 of
11 this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under
12 Section 18 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will
13 be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the
14 total contract may be made by DIRECTOR. Any reduction over 10% shall occur only as a result of action
15 of Board of Supervisors upon recommendation by DIRECTOR.

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

17 6. The parties hereto agree that those program components, service levels, and line-item budget
18 information detailed in Exhibits "A", "~~B~~", "~~C~~" and "~~D~~" "A1", "B1", "C1" and D1" may be modified upon mutual
19 written agreement of the DIRECTOR and CONTRACTOR so long as the total payments under this
20 Agreement are not increased and the basic goals and objectives of the program are not altered.

21 **INSTRUCTORS**

22 7. CONTRACTOR shall ensure that all instructors involved in the training of participants are
23 qualified to instruct in the appropriate program or training component or curriculum. If necessary, such
24 instructors shall be appropriately certified by the State of California. Within thirty (30) days after the
25 execution of this Agreement, CONTRACTOR shall submit to DIRECTOR a list of the names and
qualifications of all instructors who will be providing such training and shall notify DIRECTOR within five
(5) business days of any amendments or revisions thereto.

PERFORMANCE STANDARDS

1 8. CONTRACTOR shall comply with and adhere to the performance accountability standards and
2 general program requirements described in the DRPA and applicable regulations and the activity levels to
3 be utilized by DIRECTOR for program evaluation and monitoring include, but are not limited to those listed
4 in the Performance Standards which is attached hereto as Exhibit "G" "C1", and which by this reference is
5 incorporated herein and made a part hereof as if fully set forth.

6 CONTRACTOR shall abide by all terms and conditions imposed and required by this Agreement
7 and shall comply with all subsequent revisions, modifications and administrative and statutory changes
8 made by the COUNTY or State.

9 CONTRACTOR agrees that it is responsible for and guarantees performance of the entire specific
10 program activities listed in Exhibit "G" "C1". CONTRACTOR further agrees that lack of compliance with
11 Exhibit "G" "C1" may, in addition to those remedies set forth in Section 39, be grounds for COUNTY to re-
12 adjust the level of payment otherwise provided under Section 18 of the Agreement. Reduction for such
13 noncompliance shall occur only as a result of action of the COUNTY Board of Supervisors'. Before such
14 reduction may be made, COUNTY shall provide CONTRACTOR with at least ten (10) days written notice
15 of the proposed reduction and of the time and place where the Board of Supervisors shall consider the
16 reduction. Such reduction shall not go into effect until COUNTY has provided CONTRACTOR with at
17 least five (5) days written notice of the action of the Board of Supervisors' to make the reduction.

18 CONTRACTOR shall provide training and orientation to all persons who will provide dispute
19 resolution services pursuant to this Agreement, in accordance with 16 California Code of Regulations
20 Section 3622. CONTRACTOR shall provide to DIRECTOR, within 30 days of each such person's
21 satisfactory completion of said orientation and training, written verification of the dates and times at which
22 said training was attended and completed.

23 CONTRACTOR shall prepare and provide to all persons indicating an intent to utilize any program
24 funded by this Agreement a written statement in accordance with Business and Professions Code Section
25 467.3. CONTRACTOR shall submit to DIRECTOR a copy of said statement within 60 days after this
Agreement is executed. CONTRACTOR shall make changes in such statement as directed by
DIRECTOR.

1 CONTRACTOR shall complete Exhibit B **B1**, designate a Program Administrator responsible for
2 overall management of all programs funded by this Agreement, and identify persons authorized to sign
3 documents, including monthly reports and invoices for payment.

4 **SATISFACTORY WORK**

5 9. Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR.
6 COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the
7 services rendered in accordance with the Performance Criteria listed in Exhibit "~~C~~" **C1**. Inconsistencies in
8 performance will be corrected as they occur and are detected.

9 **REPORTS**

10 10. CONTRACTOR shall maintain records and submit such reports, data and information at such
11 times as DIRECTOR may require, and in the form DIRECTOR may require, regarding the performance of
12 CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested
13 by DIRECTOR, upon a form approved by DIRECTOR. DIRECTOR may modify the provisions of this
14 paragraph without further Board action upon written notice to CONTRACTOR.

15 (a) CONTRACTOR agrees to report monthly by the tenth day of the month to DIRECTOR,
16 statistical data which shall include but shall not be limited to the data specified in Business and
17 Professions Code Section 471.5. The data reported shall maintain the confidentiality and anonymity of the
18 persons employing the dispute resolution process. CONTRACTOR shall maintain on the premises a list of
19 clients served under this Agreement.

20 (b) CONTRACTOR shall report monthly to DIRECTOR the results of follow-up surveys of
21 disputants who have used services containing all the information specified in 16 California Code of
22 Regulations Section 3635.

23 **NO SUPPLANTATION**

24 11. CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the
25 purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall
not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that
portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that
it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or

1 compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or
2 COUNTY program without prior written approval of DIRECTOR.

3 **INDEPENDENT CONTRACTOR**

4 12.CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall
5 be wholly responsible for the manner in which it performs the services required of it by the terms of this
6 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and
7 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S
8 agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees
9 or agents as they relate to services to be provided during the course and scope of their employment.
10 CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges
of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

11 **ASSIGNMENT**

12 13.The terms, covenants, and conditions contained herein shall apply to and bind the heirs,
13 successors, executors, and administrators of the parties. CONTRACTOR shall neither delegate its duties
14 or obligations nor assign its rights with respect to this Agreement, either in whole or in part. Any such
15 attempted delegation or assignment shall be void. The transfer of assets in excess of ten (10) percent of
16 the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the
17 management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
assignment of benefits under the terms of this Agreement and shall be void.

18 **SUBCONTRACTS**

19 14.CONTRACTOR shall not subcontract for services under this Agreement without the prior
20 written consent of DIRECTOR. If DIRECTOR consents in writing to a subcontract, in no event shall the
21 subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR may
22 refuse to pay obligations incurred under any subcontract that does not comply with the terms of this
23 Agreement. All subcontracts must be in writing and copies of same shall be provided to DIRECTOR within
24 thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision DIRECTOR
25 may require as allowed by law.

1 CONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a
2 manner consistent with Federal, State and local guidelines. Description of the intended method of
3 procurement must be included as part of the budget which is included as Exhibit D **D1** of this Agreement.
4 CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how
5 the funds will be allocated and spent by each subcontractor. By entering into this Agreement
6 CONTRACTOR agrees that it is the direct provider of services.

6 **CONTINGENCY OF FUNDS**

7 15. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are
8 contingent upon the availability of Federal, State and or other funds, as applicable, for the reimbursement
9 of CONTRACTOR'S expenditures, and inclusion of sufficient funds for the services hereunder in the
10 budget approved by Board of Supervisors each fiscal year this Agreement remains in effect or operation.
11 CONTRACTOR further understands that appropriation and funds to be disbursed in accordance with this
12 Agreement are based upon projection and estimate. CONTRACTOR agrees that this Agreement and all
13 funds to be disbursed in accordance therewith are subject to actual receipt of such funds by COUNTY. In
14 the event that Board of Supervisors does not appropriate sufficient funds for this Agreement in any
15 COUNTY Fiscal Year covered by it, or that COUNTY does not receive the amount which its Board of
16 Supervisors appropriate for the Dispute Resolution Program, or that projections and estimates of amounts
17 which will be received are erroneous, CONTRACTOR shall be required, at the option of DIRECTOR, to
18 renegotiate funding and service levels, or, in the alternative, the payments called for in Section 18 may be
19 reduced or adjusted accordingly. If such approval, funding or appropriations are not forthcoming, or are
20 otherwise limited, DIRECTOR shall notify CONTRACTOR in writing. Immediately upon receipt of such
21 notice CONTRACTOR shall modify or cease operations as directed by DIRECTOR. If DIRECTOR
22 determines that modification of CONTRACTOR'S operations hereunder is preferable to cessation of such
23 operations, within twenty days of said written notice, DIRECTOR and CONTRACTOR shall negotiate
24 necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.
25 CONTRACTOR understands and agrees that in no event will any of COUNTY'S obligations under this
Agreement be funded with COUNTY General Fund monies and that said obligations may only be funded
from, and that COUNTY may only resort to, its Dispute Resolution Fund.

1 In the event that such funding is terminated or reduced, DIRECTOR may immediately terminate
2 this Agreement, reduce maximum obligation, or modify this Agreement, without penalty. The decision of
3 DIRECTOR shall be binding on CONTRACTOR. DIRECTOR shall provide CONTRACTOR with written
4 notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR'S decision.

BUDGET SCHEDULE

5 16.CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be
6 in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" "D1", and
7 which by this reference is incorporated herein and made a part hereof as if fully set forth.

8 CONTRACTOR shall make a cash and/or in-kind match from non-Dispute Resolution Program
9 fund sources in an amount equal to or more than fifty (50) percent of the total amount of Dispute
10 Resolution Program costs pursuant to Business and Professions Code Section 470.2, as specified in
11 Exhibit "D" "D1" Budget Schedule.

12 CONTRACTOR certifies that during the term of this Agreement, a minimum of 51% of its budget
13 will be allocated and expended for the dispute resolution services for which this Agreement provides,
14 pursuant to 16 California Code of Regulations Section 3615.

MODIFICATION OF BUDGET SCHEDULE

15 17. The BUDGET SCHEDULE consists of the following budget categories: Salary and Benefits,
16 Volunteers, Supplies Rental, Equipment, Consultant/Subcontract, Consumable Supplies, Utilities, other
17 operating expenses for Grant Fund Cost and Non-Grant Fund Cost categories. Upon written approval of
18 DIRECTOR, CONTRACTOR shall have the authority to transfer allocated program funds from one
19 category of the overall program budget to any other category of the overall program budget, as long as the
20 amount of the total grant is not increased and the basic goals and objectives of the program are not
21 altered. No such transfer may be made without the express prior written approval of DIRECTOR. A
22 modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval
23 of the Budget Modification by DIRECTOR includes approval of the new Budget Category.

PAYMENTS BY COUNTY

24 18. CONTRACTOR agrees that any and all funds received under this Agreement shall be
25 disbursed or encumbered on or before June 30, 2009, and that any and all funds remaining as of June

1 30, 2009, which have not been disbursed or encumbered shall be returned by CONTRACTOR to
2 COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance
3 with paragraph 42. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June
4 30, 2009. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2009.

5 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in
6 accordance with the following payment schedule:

7 (a) Monthly Payments. Beginning August 1, 2008, upon receipt and approval by OC Community
8 Resources-OC Community Services/Community Investment Division of CONTRACTOR'S invoice showing
9 the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on
10 CONTRACTOR'S invoice so long as the total payments under this Agreement do not exceed
11 ~~(\$197,315.00)~~ \$226,912.00.

12 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be
13 made more frequently than monthly, but such payments shall always be in arrears and not in advance of
14 the provision of services by CONTRACTOR.

15 (c) Invoices. CONTRACTOR shall provide to COUNTY monthly invoices by the 20th day following
16 the month being reported. Invoices shall show the most up to date costs chargeable to the program(s)
17 referenced in this Agreement. If CONTRACTOR'S expenditures for any program referenced in this
18 Agreement fall below 20% of planned expenditures for any cumulative period commencing from the
19 beginning of the term of this Agreement, CONTRACTOR may be subject to a reduction in funding. No
20 payments will be authorized if any preceding month's reports or invoices have not been received.

21 **FISCAL ACCOUNTABILITY**

22 19. (a) Financial Management System. CONTRACTOR shall establish and maintain a sound
23 financial management system, based upon generally accepted accounting principles. CONTRACTOR'S
24 system shall provide fiscal control and accounting procedures that will include the following:

25 (1) Information pertaining to subgrant and contract awards, obligations, unobligated
balances, assets, expenditures, and income;

(2) Effective internal controls to safeguard assets and assure their proper use;

1 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and
2 contract;

3 (4) Source documentation to support accounting records; and

4 (5) Proper charging of costs and cost allocation.

5 (b) CONTRACTOR'S Records. CONTRACTOR'S records shall be sufficient to:

6 (1) Permit preparation of required reports;

7 (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds
8 have not been used in violation of the applicable restrictions on the use of such funds; and

9 (3) Permit the tracking of program income, or profits earned, and any costs incurred (such
10 as stand-in costs) that are otherwise allowable except for funding limitations.

11 (c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the
12 applicable portions of sections 465-471.5 of the Business and Professions Code, Title 16, Chapter 36 of
13 California Code of Regulations.

14 **PROGRAM INCOME**

15 20. COUNTY'S maximum obligation hereunder shall be reduced by the amount of any program
16 income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the
17 services provided by CONTRACTOR pursuant to this Agreement.

18 **ANNUAL AUDIT**

19 21. (a) Independent Audit: Following each COUNTY Fiscal Year covered by this Agreement,
20 CONTRACTOR shall independently arrange for an audit of its use during the preceding COUNTY Fiscal
21 Year of Dispute Resolution funds received from COUNTY. Said audit shall contain a final reconciliation of
22 actual revenues and expenses compared to the Budget Schedule (Exhibit ~~D~~ D1) for said COUNTY Fiscal
23 Year, pursuant to 16 California Code of Regulations Section 3642. Said audit shall describe and assess
24 fiscal practices and status.

25 CONTRACTOR shall submit one (1) copy of such audit report to COORDINATOR and to the
State's Department of Consumer Affairs within ninety (90) days after the end of each COUNTY Fiscal Year
covered by this Agreement.

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

4 **ACCESS AND RECORDS**

5 22. (a) Access. COUNTY, the State of California and the United States Government and/or their
6 representatives, shall each have access, for purposes of monitoring, auditing, and examining, to
7 CONTRACTOR'S activities, books, documents and papers (including computer records and emails) and
8 to records of CONTRACTOR'S subcontractors, consultants, contracted employees, bookkeepers,
9 accountants, employees and participants related to this Agreement. Such agencies or representatives
10 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site
11 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning
12 employees and participants and entering any premises or onto any site in which any of the services or
13 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.
14 CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)
15 days after receipt of written demand by DIRECTOR which shall be deemed received upon date of
16 sending. In the event CONTRACTOR does not make the above-referenced documents available within
17 the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses
18 incurred by COUNTY, or designee, in conducting any audit at the location where said records and books
19 of account are maintained.

19 (b) Records Retention. All accounting records and evidence pertaining to all costs of
20 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR'S
21 office or place of business for the duration of this Agreement and thereafter for four (4) years after
22 completion of an audit; signed personnel time sheets for volunteers and employees shall be maintained a
23 minimum of two years after the expiration of this Agreement; and all other statistical data shall be retained
24 for a minimum of three years after the expiration of this Agreement. Records which relate to (1)
25 complaints, claims, administrative proceedings or litigation arising out of the performance of this
Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental

1 agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of
2 such appeals, litigation, claims, or exceptions.

3 (c) CONTRACTOR shall pay to COUNTY the full amount of liability to the State or Federal
4 government or any agency thereof resulting from any disallowance or other audit exceptions to the extent
5 that such liability is attributable to CONTRACTOR'S failure to perform under this Agreement.

6 **FRAUD**

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

9 **MODIFICATIONS/CHANGE ORDERS**

10 24. (a) DIRECTOR may at any time, by written order to CONTRACTOR, make changes within the
11 general scope of this Agreement, in the definition of services and tasks to be performed, the manner in
12 which services are performed, the time and place of performance thereof and additional related provisions.
13 Such change orders may be made when necessitated by changes in COUNTY'S policies, operations or
14 performance, the operations or performance of CONTRACTOR, or changes in applicable statutes,
15 regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a
16 program or budget modification request in response to change orders which significantly alter
17 CONTRACTOR'S Statement of Work.

18 CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with respect
19 to change orders, which affect the price of services under the Agreement. CONTRACTOR'S protest or
20 failure to agree to the amount of any adjustment to be made as a result of a change order shall be a
21 dispute for which an appeal may be made pursuant to Section 39 of this Agreement. Notwithstanding the
22 foregoing, the price of services under this Agreement shall not be increased except by written modification
23 of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties
24 reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the
25 change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this
Agreement, by submitting a written request to DIRECTOR describing the request and its impact on
CONTRACTOR'S Proposal, Statement of Work and budget schedule. DIRECTOR will review the request

1 and respond in writing within ten (10) business days. Requests shall be reviewed in light of all program
2 activities. DIRECTOR'S decision whether to approve the request or request Board of Supervisors'
3 approval shall be final. DIRECTOR may approve a request that meets all of the following criteria:

- 4 (i) It does not materially change other terms of this Agreement, and
- 5 (ii) It is supported by adequate consideration to COUNTY.

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

8 **LABOR STANDARDS**

9 25. CONTRACTOR shall adhere to Labor Standards according to applicable codes and
10 regulations.

11 **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

12 26.(a) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity
13 provisions; the Nontraditional Employment for Women Act of 1992; Title VI of the Civil Rights Act of 1964,
14 as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of
15 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of
16 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive
17 Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable
18 requirements imposed by or pursuant to regulations or Executive Order implementing those laws,
19 including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY
20 have the right to seek judicial enforcement of this requirement.

21 (b) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act
22 (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder
23 (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair
24 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in
25 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this
Agreement by reference and made a part hereof as if set forth in full.

(c) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not
deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color,

1 ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical
2 condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will
3 they unlawfully discriminate, harass or allow harassment against any employee or applicant for
4 employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age,
5 mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status,
6 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation
7 and treatment of employees and applicants for employment are free from such discrimination and
8 harassment.

9 (d) CONTRACTOR will include the non-discrimination and compliance provisions of this
10 Section of the Agreement in all subcontracts to perform work under this Agreement.

11 (e) CONTRACTOR will give written notice of its obligations under this Section of the
12 Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other
13 agreement.

14 (f) CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall
15 permit DIRECTOR access, during business hours, to books, records and accounts in order to ascertain
16 CONTRACTOR'S compliance with the above non-discrimination requirements.

17 **CONFIDENTIALITY**

18 27. (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where
19 applicable, maintain the confidential nature of information provided to it concerning participants in
20 accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to
21 COUNTY, the State of California and/or the United States Government or their representatives, all records
22 requested for administrative purposes, including audit, examinations, monitoring and verification of reports
23 submitted by CONTRACTOR, costs incurred and services rendered hereunder.

24 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer
25 staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with
CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of
any and all materials and information with which they may come into contact, or the identities or any
identifying characteristics or information with respect to any and all participants referred to CONTRACTOR

1 by COUNTY, except as may be required to provide services under this Agreement or to those specified in
2 this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such
3 audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the
4 administration of this Agreement, and as otherwise permitted by law.

5 (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the
6 confidentiality requirements of this Agreement.

7 **EQUIPMENT**

8 28. All items purchased with funds provided under this Agreement or which are furnished to
9 CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000),
10 including all taxes, shipping, handling and installation costs shall be considered Capital Equipment. Title to
11 all items of Capital Equipment purchased vests and will remain in COUNTY as such shall be designated
12 by DIRECTOR. The use of such items of Capital Equipment is limited to the performance of this
13 Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items
14 of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the
15 directions of DIRECTOR.

16 CONTRACTOR further agrees to the following:

17 (a) To maintain all items of Capital Equipment in good working order and condition, except for
18 normal wear and tear.

19 (b) To label all items of Capital Equipment, do periodic inventories as required by DIRECTOR
20 and to maintain an inventory list showing where and how the Capital Equipment is being used, in
21 accordance with procedures developed by DIRECTOR. All such lists shall be submitted to DIRECTOR
22 within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after
23 final disposition of property.

24 (c) To report in writing to DIRECTOR immediately after discovery, the loss or theft of any items
25 of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy
of the police report submitted to DIRECTOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Capital
Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing

1 protection against the classification of fire, extended coverage, vandalism, malicious mischief and special
2 extended perils (all risks) covering the parties' interests as they appear.

3 (e) The purchase of any Capital Equipment by CONTRACTOR shall be requested by
4 CONTRACTOR in writing, shall require the prior written approval of DIRECTOR, and shall fulfill the
5 provisions of this Agreement which are appropriate and directly related to CONTRACTOR'S service or
6 activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting
7 from Capital Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not
8 been obtained from DIRECTOR.

8 **INDEMNIFICATION**

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

18 **INSURANCE**

19 30.(a) Without limiting CONTRACTOR'S liability for indemnification, prior to the provision of
20 services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at
21 CONTRACTOR'S expense and to deposit with DIRECTOR Certificates of Insurance, including all
22 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
23 Agreement have been complied with and to keep such insurance coverage and the certificates therefore
24 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
25 performing work on behalf of CONTRATOR pursuant to this Agreement shall obtain insurance subject to
the same terms and conditions as set forth herein for CONTRACTOR.

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

6 (c) If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full
7 term of this Agreement, the COUNTY may terminate this Agreement.

8 (d) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the
9 insurance coverage required by this Agreement.

10 (e) The policy or policies of insurance must be issued by an insurer licensed to do business in
11 the State of California (California Admitted Carrier). Minimum insurance company ratings as determined
12 by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or**
13 "ambest.com" shall be A-(Secure Best's Rating) and VIII (Financial Size Category). If the carrier is non-
14 admitted carrier, in the State of California, CEO/Office of Risk Management retains the right to approve or
15 reject the carrier after a review of the company's performance and financial ratings by the County
16 Executive Office (CEO)/Office of Risk Management.

17 (f) The policy or policies of insurance maintained by CONTRACTOR shall provide the
18 minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with Broad Form Property Damage and Contractual Liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
Automobile Liability including for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence \$1,000,000 Aggregate
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence

21 (g) All liability insurance, required by this Agreement shall be at least \$1,000,000 combined
22 single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall
23 be \$2,000,000.
24
25

1 (h) The County of Orange and State of California shall be added as additional insureds on all
2 insurance policies required by this Agreement with respect to the services provided by CONTRACTOR
3 under the terms of this Agreement (except Workers' Compensation/Employers' Liability and Professional
4 Liability). An additional insured endorsement evidencing that the County of Orange and the State of
5 California are additional insureds shall accompany the Certificate of Insurance.

6 (i) All insurance policies required by this Agreement shall be primary insurance, and any
7 insurance maintained by the County of Orange and/or State of California shall be excess and non-
8 contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR'S
9 insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the
10 Commercial General Liability.

11 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days
12 notice in the event of cancellation. This shall be evidenced by an endorsement separate from the
13 Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits
14 the pre-printed ACORD certificate:

15 **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE**
16 **EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL**
17 **30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,**

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

21 (l) The Commercial General Liability policy shall contain a severability of interests clause.

22 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code
23 which requires every employer to be insured against liability for Workers' Compensation or be self-
24 insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions
25 and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of
this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with
minimum limits of \$1,000,000 per occurrence.

1 (n) Insurance certificates should be forwarded to the agency/department address listed on the
2 solicitation.

3 (o) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven
4 (7) days of notification by CEO/Risk Management or by DIRECTOR, award may be made to the next
5 qualified proponent.

6 (p) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
7 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
8 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect
9 COUNTY.

10 (q) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements.
11 If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with
12 DIRECTOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement
13 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
14 remedies.

15 (r) The procuring of such required policy or policies of insurance shall not be construed to limit
16 CONTRACTOR'S liability hereunder or to fulfill the indemnification provisions and requirements of this
17 Agreement.

18 (s) The County of Orange Certificate of Insurance and the Special Endorsement for the County
19 of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place
20 of commercial insurance certificates and endorsements.

21 **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

22 31. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
23 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,
24 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The
25 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such
materials. Further, the COUNTY, Federal, and State governments shall have access to any report,
preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain

1 ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR
2 97.34 and 97.36(i)(8&9).

3 **CORPORATE STATUS**

4 32. All corporate contractors shall be registered with the California Secretary of State and shall be
5 in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal
6 Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR
immediately in writing to DIRECTOR.

7 **STANDARDS OF CONDUCT**

8 33. (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in
9 order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable
10 or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain
11 personal, financial or political gain. CONTRACTOR, its officers, employees, volunteers and agents, in
12 administering this Agreement, will avoid situations which give rise to a suggestion that any decision was
influenced by prejudice, bias, special interest or desire for personal gain.

13 (b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any
14 executive, employee, volunteer or agent of CONTRACTOR will receive favorable treatment when
15 considered for participation in programs provided by, or employment with, CONTRACTOR.

16 (c) Conducting Business Involving Close Personal Friends and Associates. Executives,
17 employees, volunteers and agents of CONTRACTOR will be particularly aware of the varying degrees of
18 influence that can be exerted by personal friends and associates and, in administering this Agreement, will
19 exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being
20 granted to friends and associates.

21 (d) Avoidance of Conflict of Economic Interest. No executive, employee, volunteer or agent of
22 CONTRACTOR will solicit or accept money or any other consideration from a third person, for the
23 performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials,
24 equipment or services purchased with Agreement funds will be used solely for purposes allowed under
this Agreement.

1 (e) Conflict of Interest – COUNTY Personnel. The County of Orange Board of Supervisors
2 policy prohibits its employees from engaging in activities involving a conflict of interest. The
3 CONTRACTOR shall not, during the period of this Agreement, employ or offer employment to any
4 COUNTY employee for any purpose.

5 (f) Conflict of Interest – CONTRACTOR'S Personnel. The CONTRACTOR shall exercise
6 reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the
7 interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR'S
8 employees, agents, volunteers, relatives, subcontractors and third party agents of CONTRACTOR
9 associated with accomplishing the services hereunder. The CONTRACTOR'S efforts shall also include,
10 but not be limited to establishing precautions to prevent its employees, volunteers or agents from making,
11 receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could
12 be deemed to appear to influence individuals employed by the COUNTY to act contrary to the best
13 interests of the COUNTY in violation of any applicable law.

14 **DRUG FREE WORKPLACE**

15 34. CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached
16 hereto as Exhibit "E" and incorporated herein by this reference.

17 **DEBARMENT**

18 35. CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached
19 hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not
20 debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State
21 assistance programs in accordance with 29 C.F.R. Part 98.

22 **SECTARIAN ACTIVITIES**

23 36. CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to
24 any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or
25 sustain any school, college, university, hospital or other institution controlled by any religious creed,
church, or sectarian denomination.

1 **LITERATURE**

2 37. Any literature distributed by CONTRACTOR for the purpose of apprising businesses,
3 participants, or the general public of its programs under this Agreement shall state that its programs are
4 supported by the County of Orange and shall state that the program is an "equal opportunity
5 employer/program" and that "auxiliary aids and services are available upon request to individuals with
6 disabilities. "Such literature shall be approved in advance by DIRECTOR in accordance with Section 49
below.

7 **LOBBYING**

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

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

16 **BREACH - SANCTIONS**

17 39. If, through any cause, CONTRACTOR violates any of the terms and conditions of this
18 Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if
19 CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall
20 promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result
21 thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1)
22 immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or
23 remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as
24 determined by DIRECTOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current
25 claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a
repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section

1 40 herein. DIRECTOR shall give CONTRACTOR written notice of any action pursuant to this paragraph,
2 which notice shall be deemed served on the date of mailing.

3 **DISPUTES**

4 40. Except as otherwise provided in this Agreement, any dispute concerning any question arising
5 under this Agreement shall be decided by DIRECTOR. In such a case, DIRECTOR shall reduce its
6 decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of
7 DIRECTOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or
8 delivery of such copy, DIRECTOR receives from CONTRACTOR a written request to appeal said decision
9 to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in
accordance with the written decision of DIRECTOR.

10 **TERMINATION**

11 41. (a) DIRECTOR may terminate this Agreement without penalty immediately with cause or after
12 thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on
13 the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on
14 the part of the CONTRACTOR. Exercise by DIRECTOR of the right to terminate this Agreement shall
relieve COUNTY of all further obligation under this Agreement.

15 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with DIRECTOR
16 in the orderly transfer of service responsibilities, active case records, and pertinent documents.

17 In the event the liquidated damages as set forth herein are not paid by the CONTRACTOR, the COUNTY
18 will deduct the amount of liquidated damages from any monies due CONTRACTOR under this Agreement.

19 This provision may be invoked at the sole option of the DIRECTOR by notification to the
20 CONTRACTOR by certified return receipt mail.

21 If the Agreement is delayed by reason of changes or extra services ordered by the COUNTY or as
22 a result of failure to perform or delays caused by the COUNTY, the time of performance of this Agreement
23 will be extended commensurate with the time required for the extra services, and no liquidated damages
24 will accrue during the period of such extension.
25

1 **TOTAL AGREEMENT**

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

6 **SPECIAL CONDITIONS**

7 43. CONTRACTOR agrees to meet with the Dispute Resolution Program administrators
8 quarterly to discuss and resolve common issues and concerns at no additional cost to COUNTY.
9 DIRECTOR shall facilitate and coordinate such meetings.

10 **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

11 44. CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting
12 Requirements Certification" attached hereto as Exhibit "I" and incorporated herein by this reference.

13 **CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

14 45. In order to comply with child support enforcement requirements of the County of Orange,
15 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only
16 providers) attached hereto as Exhibit "J" and incorporated herein by this reference within thirty (30) days of
17 award of contract.

18 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to
19 comply with all federal and state reporting requirements for child support enforcement or to comply with all
20 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a
21 material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from
22 COUNTY shall constitute grounds for termination of this Agreement.

23 **NOTICES**

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

COUNTY: OC Community Resources
 OC Community Services/Community Investment Division
 1300 South Grand Avenue
 Building "B"
 Santa Ana, California 92705

1 and

2 **CONTRACTOR:** Council of Orange County Society of St. Vincent de Paul
3 180 South Cypress
4 Orange, CA 92866

5 **GOVERNING LAW AND VENUE**

6 47. This Agreement has been negotiated and executed in the state of California and shall be
7 governed by and construed under the laws of the state of California. In the event of any legal action to
8 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction
9 located in Orange County, California, and the parties hereto agree to and do hereby submit to the
10 jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
11 specifically agree to waive any and all rights to request that an action be transferred for trial to another
12 County.

13 **WAIVER**

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

20 **PUBLICITY**

21 49. Information and solicitations, prepared and released by CONTRACTOR, concerning the
22 services provided under this Agreement, shall state that the program, wholly or in part, is funded through
23 COUNTY, State and Federal government funds. The CONTRACTOR agrees that it will not issue any
24 news releases in connection with either the award of this Agreement or any subsequent amendment of or
25 effort under this Agreement without first obtaining review and written approval of said news releases from
26 DIRECTOR.

1 **CALENDAR DAYS**

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

4 **PRECEDENCE**

5 51. The documents herein consist of this Agreement and its attachments and exhibits. In the
6 event of a conflict between or among the Agreement documents, the order of precedence shall be the
7 provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of
8 this Agreement, and then the Attachments and Exhibits.

9 **WAIVER OF JURY TRIAL**

10 52. Each party acknowledges that it is aware of and has had the opportunity to seek advice of
11 counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors,
12 creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by
13 jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or
14 against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to
15 any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other
16 claim of injury or damage.

17 ///
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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 duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political subdivision of the State of California"

Dated: _____

By: _____

Steve Franks, Director
OC Community Resources

"CONTRACTOR"*

Dated: _____

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures 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, a person who has the authority to bind the contractor to a contract.]

00

APPROVED AS TO FORM:
COUNTY COUNSEL
County of Orange

Dated: _____

By: _____

Deputy

Dispute Resolution Programs Act

FY 2008-2009

General Program Requirements

The purpose and intent of the Dispute Resolution Programs Act (DRPA) is to provide resolution services proven and experimental, which are designed to assist parties in resolving disputes without the necessity of formal judicial proceedings.

1. Services may include:
 - A. Conciliation, which means a process of independent communications between the disputants and a neutral person.
 - B. Mediation, which means a process in which a neutral person(s) facilitates communication between the disputants to assist them in reaching reconciliation, settlement, or other understanding, pursuant to the Annual Plan contained in "Exhibit C1".
 - C. Arbitration, which means a voluntary adjudicative process in which a neutral person conducts a hearing, receives spoken and/or written evidence from the disputants and their witnesses, and renders a decision that may be binding or nonbinding depending on the consent of the disputants.
2. The overall goals and objectives of the Dispute Resolution Program providers are to:
 - A. Develop dispute resolution services as an integral part of each participating court's case flow plan;
 - B. Increase public awareness in, access to, and usage of dispute resolution services through development and use of brochures, presentations, public speaking and educational presentations;
 - C. Meet the needs of the parties by providing opportunities for collaborative problem-solving;
 - D. Provide the benefit of dispute resolution services to Orange County residents who have disputes with individuals, businesses, or organizations. Special emphasis is placed on residents of the community who are most likely to use the courts/justice system to settle disputes. They may be in pre-law-suit stage, those who have disputes that have escalated and are contemplating filing a lawsuit, or they may be litigants with a case currently pending in the courts;
 - E. Reduce the cost of settling disputes;
 - F. Produce early, effective resolution of pending cases through voluntary settlements;
 - G. Strengthen and solidify collaborative partnerships to promote judicial focus and raise public confidence in regard to the mediation process.

2. In order to meet the goals and objectives outlined above, Dispute Resolution Program providers shall:
 - A. Advocate, publicize and encourage the use of dispute resolution services through the use of cable television spots, local news programs and other communications media;
 - B. Offer effective alternatives to formal court proceedings for the settlement of disputes (which include conciliation, mediation and arbitration);
 - C. Be fully qualified through DRPA mandated mediation training and relevant experience to mediate a wide variety of disputes arising within the County;
 - D. Make maximum use of local resources including in-kind support, volunteers and public facilities;
 - E. Establish formal working relationships between the Dispute Resolution Program services and the courts, justice, and other agencies and organizations in the community served;
 - F. Increase the capacity within communities, schools, neighborhoods, workplaces and community-based organizations to resolve conflicts and solve problems cooperatively;
 - G. Provide 'intervention' services as requested which a) intervene in the process of a problem escalating to the point where it is necessary to resolve in court; and/or b) provide services which teach at-risk citizens how to resolve common problems;
 - H. Be outcome based and participate in data collection and analysis and have an evaluation method for determining effectiveness of services (such as the One-Stop Centers and Business Service Centers); and
 - I. Conduct monthly follow-up surveys and provide written results in writing to Director on a quarterly basis (disputants' evaluation of the services provided, fairness, difficulties experienced, and willingness to refer or use the services provided again).

**Dispute Resolution Programs Act
 FY 2008 - 2009
 Statement of Work**

Contractor: Community Services Program

1. Contractor shall comply with the Dispute Resolution Programs Act (DRPA).

2. Referral Sources

A. Contractor shall cultivate referral sources including but not limited to the following:

Referral Source	Type(s) of Referrals (To be filled in by Contractor)	Services to be Provided
<ul style="list-style-type: none"> • Justice Centers 	<ul style="list-style-type: none"> • Small Claims • Limited Civil • Landlord Tenant • Family • Civil Harassment 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop 996 1000 referrals • Perform intake • Resolve 896 986 cases through mediation • •
<ul style="list-style-type: none"> • Legal Aid Society of Orange County 	<ul style="list-style-type: none"> • Landlord Tenant • Family 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop 297 350 referrals • Perform intake • Resolve 237 261 cases through mediation • •
<ul style="list-style-type: none"> • Orange County Juvenile Probation Dept. 	<ul style="list-style-type: none"> • Victim Offender • Restorative Justice 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop 132 150 referrals • Perform intake • Resolve 85 93 cases through mediation • •
<ul style="list-style-type: none"> • Various Police Depts 	<ul style="list-style-type: none"> • Juvenile • Adult • Neighborhood 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop 192 200 referrals • Perform intake • Resolve 77 86 cases through mediation

3. Volunteer Coordination

- A. Contractor shall cultivate **85 90** volunteer mediators to provide DRPA services.
- B. Contractor shall ensure all volunteer mediators are trained.
- C. Contractor shall ensure volunteer hours are documented.

4. Collaborative Participation

- A. Contractor shall maintain active participation in the Dispute Resolution “Collaborative”, as defined as the all of the funded Dispute Resolution Contractors by the County of Orange, and shall:
 - (1) Attend or be represented at all “Collaborative” meetings.
 - (2) Attend or be represented at all bi-monthly meetings of the Small Claims Court judges.
 - (3) Provide appropriate mediation services to Orange County justice centers.
 - (4) Ensure the coordination of mediation activities related to the Collaborative at each of the five Justice Centers, including but not limited to:
 - (a) Ensuring the availability of DRPA trained and qualified mediators.
 - (b) Providing such staff support as necessary to maintain high quality service level.
- B. Mandated DRPA training in Orange County
 - (1) Contractor shall provide 4 mandated mediation trainings per year.

5. Education and Outreach Services in Orange County

- A. Contractor shall provide **8** educational workshops.
- B. Contractor shall provide **5** public presentations regarding the availability of DRPA services.
- C. Contractor shall initiate media activities appropriate for DRPA.
- D. Contractor shall disseminate brochures and flyers regarding the availability of DRPA services to the Orange County community.



Dispute Resolution Program Annual Plan- Definitions FY 2008-2009

Intake/Problem Assessment – To determine appropriate and feasible grant-related cases for mediation/conciliation/arbitration. *(The non-dispute related calls will not be recorded in any category. The sum of Cases Opened (#2) and Information and Referral (#7).)*

Cases Opened - Determined to be appropriate for mediation/conciliation/ arbitration and one of the disputants, usually the initiator, agrees to proceed. *(The initiator agrees to become involved in solving a problem, and gives permission or agrees to contact the 2nd party. This is the point where the determination that there is a case to work on is made. If a case is opened, it must ultimately be closed.)*

Proceedings Initiated – Some or all of the disputants from different sides of the dispute, actively participate by statement or practice, to attempt to resolve the dispute with the assistance of a Grantee by mediation/conciliation/arbitration. *(This is when the parties actually participate in a mediation/conciliation/arbitration activity.)*

Cases Closed – Of the cases opened, the reported number of cases closed includes cases not initiated, cases resolved through mediation/conciliation/ arbitration and unresolved cases.

Conflicts Resolve – (Total) – Cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed. *(A partial resolution is counted in which an agreement or a Memorandum of Understanding is written. Proof of a conciliation agreement and the mailing thereof, must be documented in the file.)*

Follow-up Surveys – The number of survey responses received from the cases opened and proceedings initiated. *(Of all the cases opened, there needs to be a minimum of one party to which follow-up survey statistics were attempted to be collected. If the proceedings were initiated, follow-up surveys need to be attempted on all parties that are involved. Results can be from a mailing or a telephone interview, or a combination of both.)*

Information and/or Referral – Self Defining. *(Provided when grant related situation is not appropriate for mediation/conciliation/arbitration or when for mediation/conciliation/ arbitration services are not requested.)*

Public Education Presentations/Numbers of attendees – Self-defining. *(Keep in mind that “A meeting is less than 10 people, and a presentation is more that 10 people.”)*

Training/Trainees – Self-defining. *(Applies to the formal DRPA basic training of 25 or more hours as well as to formal advanced training.)*



Dispute Resolution Program – FY 2008-2009 Annual Plan

Program Operator: Council of Orange County Society of St. Vincent de Paul

Date: ~~05/07/08~~ 12-22-08

#	Dispute Resolution Activity	1st Quarter Planned		2nd Quarter Planned		3rd Quarter Planned		4th Quarter Planned		Total Annual Objectives	
1.	Intake/Problem Assessment	308		308		308 315		308 315		4232 1246	
2.	Cases Opened	249		249		249 275		249 275		996 1048	
3.	Proceedings Initiated	242		242		242 260		242 260		968 1004	
	A. Mediations	185		185		185 190		185 190		740 750	
	B. Conciliations	39		39		39 50		39 50		456 178	
	C. Arbitrations	0		0		0		0		0	
4.	Cases Closed	302		302		302 310		302 310		4208 1224	
5.	Conflicts Resolved - Total	224		224		224 356		224 356		896 1426	
6.	Follow-Up Surveys	170		170		170 175		170 175		680 690	
7.	Information and/or Referral	24		24		24 75		24 75		96 198	
8.	Public Education Presentations/Number of Attendees	3	30	3	28	4	28	4	30	14	116
9.	Training/Trainers	4	32	3	30	4	38	3	30	14	130

Definitions

1. **Intake Problem Assessment** – to determine appropriate and feasible grant-related cases for mediation/conciliation/arbitration (sum of #2 + #7).
2. **Cases Opened** – Determined to be appropriate for mediation/conciliation/ arbitration and one of the disputants, usually the initiator, agrees to proceed.
3. **Proceedings Initiated** – Some or all of the disputants from different sides of the dispute, actively participate by statement or practice, to attempt to resolve the dispute with the assistance of a Grantee by mediation/conciliation/ arbitration.
4. **Cases Closed** – Of the cases opened, the reported number of cases closed includes cases not initiated, cases resolved through mediation/conciliation/ arbitration and unresolved cases.
5. **Conflicts Resolved – Total** – Cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed.
6. **Follow-up Surveys** – The number of survey responses received from the cases opened and proceedings initiated.
7. **Information and/or Referral** – Self-defining.
8. **Public Education Presentation/Number of Attendees** – Self-defining.
9. **Training/trainees** – Self-defining.

Dispute Resolution Program Budget Summary FY 2008 – 2009

Agency:

Grant Fund Cost Categories

(1) Personnel Salaries and Wages	125,300 135,000
(2) Benefits	20,900 28,300
(3) Space Rental	18,290 16,890
(4) Equipment Rental/Lease	0 9,800
(5) Consultant/Subcontract	0 4,000
(6) Consumable Supplies	7,300 4,097
(7) Utilities	5,500 5,000
(8) Other Operating Expenses	20,025 23,825
(9) Volunteers	0
Grant Fund Sub-Total	197,315 226,912
Percent of Total	40%

Non-Grant Fund Cost Categories

(1) Personnel Salaries and Wages	0
(2) Benefits	0
(3) Space Rental	51,000
(4) Equipment Rental/Lease	0
(5) Consultant/Subcontract	0
(6) Consumable Supplies	0
(7) Utilities	0
(8) Other Operating Expenses	0
(9) Volunteers	255,000
Grant Fund Sub-Total	306,000
Percent of Total	60%

TOTAL	503,315 532,912
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Dispute Resolution Program Budget Detail

Agency:

Personnel Salaries	Grant	Cash Non-Grant	In-Kind Non-Grant
1. Administrative	40,000 15,000		
2. Program Manager	41,600 40,000		
3. Training/Volunteer Coordinator	46,500 20,000		
4. Case Managers	57,200 60,000		
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
Sub-Total	125,300 135,000		
Benefits	Grant	Cash Non-Grant	In-Kind Non-Grant
1. FICA	9,600 10,300		
2. SUI	4,800 5,000		
3. Worker's Comp	2,000 5,000		
4. Health Insurance	4,500 8,000		
5.			
Sub-Total	20,900 28,300		
Volunteers	Grant	Cash Non-Grant	In-Kind Non-Grant
1. Mediators @\$25/hr			225,000
2. Interns/Office @ \$20/hr			30,000
3.			
4.			
5.			
Sub-Total			255,000

Dispute Resolution Program Budget Detail

Agency:

Other Budgeted Categories <i>Where possible show calculations for costs; otherwise, provide a written explanation of items within categories</i>	Grant	Cash Non-Grant	In-Kind Non-Grant
1. Space Rental			
Rent	15,890		
Donated Space			51,000
Maintenance- Building	1,000		
Service Contracts	1,200		
Janitorial	200		
Sub-Total	18,290 16,890		51,000
2. Equipment Rental			
Photocopier	7,000		
Mailing Machine	2,800		
Sub-Total	9,800		0
3. Consultant/Subcontractor	4,000		
Sub-Total	4,000		0
4. Consumable Supplies			
Office Reproduction Photocopying supplies	4,500 500		
Special Programs Program Supplies	4,000 1,597		
Postage	4,800 2,000		
Sub-Total	7,300 4,097		0
5. Utilities			
Telephone	3,000		
Gas/Electric	2,500 2,000		
Sub-Total	5,500 5,000		0
6. Other Operating Expenses by Item			
Volunteer Expense	2,500		
Training Conferences	1,300		
Mileage	1,525		
Advertising & Promotion	1,500		
Administration Allocation	10,000		
Program Insurance	3,200 4,500		
Computer Software	2,500		
Sub-Total	20,025 23,825		0
TOTAL	198,290 226,912		306,000

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME Council of Orange County Society of St. Vincent de Paul	FEDERAL ID NUMBER 95-30333494
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING Terry Notko TITLE Executive Director	TELEPHONE NUMBER (Include Area Code) (714) 633-9195
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 180 S. Cypress Street, Orange, CA 92866	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 6/30/09 (NOTE TO EXCEED 36 MONTHS), the state will regard this certificate as valid on all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

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

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

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

Council of Orange County Society of St. Vincent de Paul

Name of Contractor/Grant Recipient

Institute for Conflict Management

Project Title/Name

Terry Notko

Name and Title of Authorized Representative

Signature

Date

Signature

Date

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,

AND COOPERATIVE AGREEMENTS

55 FR 6736

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Council of Orange County Society of St. Vincent de Paul Institute for Conflict Mangement
Grantee/Contractor Organization Program/Title

Terry Notko, Executive Director
Name and Title of Authorized Signatory

Signature May 21, 2008
Date

DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB

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

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change FOR Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if <i>known:</i> Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFD Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. The disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Terry Notko</u> _____ Title: <u>Executive Director</u> _____ Telephone No.: <u>714/633-9195</u> _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL(Rev.7-97)

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

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

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

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

Child Support Enforcement Requirements

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

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

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

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

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

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

CERTIFICATION

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

Signature

Terry Notko

Name (Please Print)

Executive Director

Title

Date

Council of Orange County Society of St. Vincent de Paul

Company Name

COUNTY OF ORANGE
EDD REPORTING REQUIREMENT COMPLIANCE FORM

California Unemployment Insurance Code Section 1088.8 requires businesses and governments (“service recipients”) to report information on service providers to the Employment Development Department (EDD). EDD will utilize the information to assist in locating parents delinquent in any Court ordered Child Support payments.

For the purposes of this requirement, “a service provider means 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.” Section 1088.8(b)(2).

In order to comply with this requirement, Contractor’s falling under the definition of a service provider, as defined above, must provide the information requested below and return the completed form to the Deputy Purchasing Agent’s attention at:

COUNTY OF ORANGE
OC Community Resources
OC Community Services/Community Investment Division
Attn: Deputy Director
1300 South Grand, Building B
Santa Ana, CA 92705

If you have any questions concerning completion of this form, you may contact the above named individual at (714) 796-8351.

NA: PUBLIC ENTITY

Contractor’s First Name	
Last Name	
Street Address	
City	
State	
Zip Code	
Social Security Number	
Dollar Amount of the Contract <i>(To be filled in by DPA)</i>	
Date Contract Executed/Expires <i>(To be filled in by DPA)</i>	