

MODEL CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
CONTRACTOR
FOR
DISPUTE RESOLUTIONS PROGRAMS ACT SERVICES
FUNDING SOURCE: 100% CIVIL FILING FEES



CONTRACT

Table of Contents

Recitals 4

ARTICLES

ADDITIONAL TERMS AND CONDITIONS

1. Coordination/Administration of Contract 5

2. Purpose 5

3. Term of Contract 5

4. Contingency of Funds 5

5. Program Income 6

6. Fiscal Appropriations 6

7. Fiscal Accountability 6

8. No Supplantation of Funds 6

9. Amendments – Changes/Extra Work 7

10. Performance Standards 7

11. Annual Audit 7

12. Access and Records 8

13. Budget Schedule 9

14. Modification of Budget Schedule 9

15. Match 9

16. Instructors 9

17. Breach of Contract 9

18. CONTRACTOR - Change in Ownership 10

19. Conditions Affecting Work 10

20. Conflict of Interest – CONTRACTOR’s Personnel 10

21. Conflict of Interest – COUNTY Personnel 10

22. Consulting Contract – Follow On Work 10

23. Contingent Fees 10

24. CONTRACTOR Bankruptcy/Insolvency 11

25. CONTRACTOR Personnel 11

26. CONTRACTOR’s Project Manager and Key Personnel 11

27. County Of Orange Child Support 11

28. Data – Title To 11

29. Disputes – Contract 12

30. EDD Independent CONTRACTOR Reporting Requirements 12

31. Gratuities 13

32. Debarment 13

33. Lobbying 13

34. News / Information Release 13

35. Notices 13

36. Ownership of Documents 14

37. Precedence 14

38. COUNTY’S PROJECT MANAGER 14

39. Payment Requirements 14

40. Reports/Meetings 15

41. Termination Orderly 15

42. Publication 15

43. Errors and Omissions 15

GENERAL TERMS AND CONDITIONS

| | |
|---|----|
| A. Governing Law and Venue | 16 |
| B. Entire Contract | 16 |
| C. Amendments | 16 |
| D. Taxes | 16 |
| E. Delivery | 16 |
| F. Acceptance/Payment..... | 16 |
| G. Warranty..... | 16 |
| H. Patent/Copyright Materials/Proprietary Infringement..... | 17 |
| I. Assignment or Sub-Contracting..... | 17 |
| J. Non-Discrimination | 17 |
| K. Termination | 17 |
| L. Consent to Breach Not Waiver..... | 17 |
| M. Remedies Not Exclusive..... | 17 |
| N. Independent CONTRACTOR | 17 |
| O. Performance..... | 18 |
| P. Insurance..... | 18 |
| Q. Bills and Liens | 20 |
| R. Changes..... | 20 |
| S. Change of Ownership..... | 20 |
| T. Force Majeure | 21 |
| U. Confidentiality..... | 21 |
| V. Compliance with Law..... | 21 |
| W. Freight (F.O.B) | 21 |
| X. Pricing | 21 |
| Y. Waiver of Jury Trial | 21 |
| Z. Terms and Conditions | 21 |
| AA. Headings..... | 21 |
| BB. Severability..... | 21 |
| CC. Calendar Days..... | 21 |
| DD. Attorney Fees | 21 |
| EE. Interpretation | 21 |
| FF. Authority | 22 |
| GG. Employee Eligibility Verification | 22 |
| HH. Indemnification | 22 |
| II. Audits/Inspections | 22 |
| Signature Page..... | 24 |

ATTACHMENTS / EXHIBITS

| | |
|--|--|
| Attachment A – Statement of Work | |
| Attachment B – General Program Requirements | |
| Attachment C – Budget Schedule | |
| Attachment D – Performance | |
| Exhibit 1 – Child Support Enforcement Provision | |
| Exhibit 2 – Drug Free Workplace Certificate | |
| Exhibit 3 – Debarment and Suspension Certificate | |
| Exhibit 4 – Certificate Regarding Lobbying | |
| Exhibit 5 – Disclosure form to Report Lobbying | |
| Exhibit 6 – EDD Independent Operator Reporting Requirements | |
| Exhibit 7 – OC Community Resources Contract Reimbursement Policy | |
| Exhibit 8 – Authorized Signature Form | |

This Agreement # _____, hereinafter referred to as "CONTRACT" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and CONTRACTOR, with a place of business at: _____; hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, CONTRACTOR responded to a Request for Proposal ("RFP") for Fiscal Year 2012-2013 for Dispute Resolution Programs Act ("DRPA") funds received by the COUNTY pursuant to California Business and Professions Code Section 465 to 471.5 and California Code of Regulations ("CCR") Title 16, Division 36; and

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

WHEREAS, the COUNTY Board of Supervisors has authorized the Director or his designee to enter into a Contract for Dispute Resolution Programs Act services to engage CONTRACTOR to carry out certain program activities; and

WHEREAS, COUNTY, by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of its Dispute Resolution funds in an amount not to exceed \$ _____, to engage CONTRACTOR to carry out certain program services; and

WHEREAS, OC Community Resources – OC Community Services/Community Investment Division, is responsible for the coordination of Dispute Resolution Program Act services and OC Community Resources – Contract Development and Management is responsible for the administration of the CONTRACT; and

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

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLES

Terms and Conditions:

1. **Coordination/Administration of Contract:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division Dispute Resolution Program Coordinator (hereinafter referred to as "COUNTY PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the dispute resolution programs and services provided by the COUNTY. The County's Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the Dispute Resolution Programs is to provide dispute resolution services to County residents. These services assist in resolving problems informally and function as alternatives to more formal court proceedings. The purpose and intent of the California Dispute Resolution Program are 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 the purpose.
3. **Term of Contract:** The effective term of this CONTRACT shall commence on July 1, 2015 and terminate on June 30, 2016, subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT MANAGER may mutually agree in writing to extend the CONTRACT for a period of up to one (1) year, provided that COUNTY'S maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action. Funding may be renewed, and a new contract negotiated, for an additional one (1) consecutive one-year period. Any subsequent renewals shall be at the discretion of the COUNTY, unless the COUNTY earlier terminates this CONTRACT pursuant to the provisions contained herein.
4. **Contingency of Funds:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT are contingent upon availability of Federal, State and/or other funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY. CONTRACTOR further understands that appropriation and funds to be disbursed in accordance with this CONTRACT are based on upon projection and estimate. CONTRACTOR agrees that this CONTRACT and all funds to be disbursed in accordance therewith are subject to actual receipt of such funds by the COUNTY. In the event that the COUNTY does not appropriate sufficient funds for this CONTRACT in any COUNTY Fiscal Year covered by it, or that COUNTY does not receive the amount which is appropriated for the Dispute Resolution Program, or that projections and estimates of amounts which will be received are erroneous, CONTRACTOR shall be required, at the option of DIRECTOR to renegotiate funding and service levels, or, in the alternative, the payments called for in this CONTRACT may be reduced or adjusted accordingly. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, CONTRACT MANAGER shall notify CONTRACTOR in writing. Immediately upon receipt of such notice, CONTRACTOR shall modify or cease operations as directed by CONTRACT MANAGER. If CONTRACT MANAGER determines that modification of CONTRACTOR's operations hereunder is preferable to cessation of such operations,

within twenty (20) days of said written notice, CONTRACT MANAGER and CONTRACTOR shall negotiate necessary modifications to this CONTRACT and/or reimbursement of costs incurred hereunder. CONTRACTOR understands and agrees that in no event will any of COUNTY's obligations under this CONTRACT be funded with COUNTY General Funds monies and that said obligations may only be funded from, and the COUNTY may only resort to, its Dispute Resolution Fund.

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

5. **Program Income:** COUNTY's maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.
6. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the COUNTY of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the COUNTY.
7. **Fiscal Accountability:**
 - a. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:
 - (1) Information pertaining to sub-grant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - (2) Effective internal controls to safeguard assets and assure their proper use;
 - (3) A comparison of actual expenditures with budgeted amounts for each sub-grant and contract;
 - (4) Source documentation to support accounting records; and
 - (5) Proper charging of costs and cost allocation.
 - b. CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.
 - c. Costs Charged. Cost shall be charged to this CONTRACT only in accordance with the applicable portions of sections 465-471.5 of the California Business and Professions Code, Title 16, Chapter 36 of California Code of Regulations.
8. **No Supplantation of Funds:** CONTRACTOR shall not supplant any Federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees

that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or COUNTY funds under any Federal, State, or COUNTY program without prior written approval from the COUNTY.

- 9. Amendments – Changes/Extra Work:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

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

- 10. Performance Standards:** CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in the DRPA and applicable regulations and the activity levels to be utilized by COUNTY's PROJECT MANAGER for program evaluation and monitoring included, but are not limited to those listed in the Performance Standards which is attached hereto as Attachment "D."

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

CONTRACTOR agrees that it is responsible for and guarantees performance of the entire specific program activities specified in Attachment "D." CONTRACTOR further agrees that lack of compliance with Attachment "D" may, in addition to those remedies as provided herein, be grounds for COUNTY to re-adjust the level of payment otherwise provided under this CONTRACT.

CONTRACTOR shall provide training and orientation to all persons who will provide dispute resolution services pursuant to this CONTRACT, in accordance with 16 CCR Section 3622. CONTRACTOR shall provide to COUNTY's PROJECT MANAGER, within 30 days of each such person's satisfactory completion of said orientation and training, written verification of the dates and times at which said training was attended and completed.

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

- 11. Annual Audit:**

- a. Independent Audit. Following each COUNTY Fiscal Year covered by this CONTRACT CONTRACTOR shall independently arrange for an audit of its use during the preceding COUNTY Fiscal Year of Dispute Resolution funds received from COUNTY. Said audit shall contain a final reconciliation of actual revenues

and expenses compared to the compared to the Budget Schedule (Attachment C) for said COUNTY Fiscal Year, pursuant to 16 California Code of Regulations Section 3642. Said audit shall describe and assess fiscal practices and status.

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

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

12. Access and Records:

- a. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's SUBCONTRACTORS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. CONTRACTOR shall insert this condition in each CONTRACT between CONTRACTOR and a SUBCONTRACTOR that is pursuant to this CONTRACT shall require the SUBCONTRACTOR to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the COUNTY of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.
- b. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR's office or place of business for the duration of this CONTRACT and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- c. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this CONTRACT.

- 13. Budget Schedule:** CONTRACTOR agrees that the expenditures of any and all funds under this CONTRACT will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment "C", and which by this reference is incorporated herein and made a part hereof as if fully set forth.
- 14. Modification of Budget Schedule:**
- a. Upon written approval of PROJECT MANAGER, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total contract is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of PROJECT MANAGER. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by PROJECT MANAGER includes approval of the new Budget Category. Frequencies of Budget Modification request initiated by CONTRACTOR are outlined in specified CID policy. Budget modification requests will not be processed after April 30.
 - b. CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Scope of Services. Without further Board action, CONTRACT MANAGER may execute amendments to this CONTRACT modifying CONTRACTOR's services in amounts that do not collectively increase by more than 10% the price of said services under this CONTRACT when originally executed. Increases in excess of 10% of the original CONTRACT price must be approved by the COUNTY's Board of Supervisors.
- 15. Match:** CONTRACTOR shall make a cash and/or in-kind match from non-Dispute Resolution Program fund sources in an amount equal or more than fifty (50) percent of the total amount of Dispute Resolution Program costs pursuant to Business and Professions Code Section 470.2, as specified in Attachment 'C' Budget Schedule.
- 16. Instructors:** CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this CONTRACT, CONTRACTOR shall submit to COUNTY's PROJECT MANAGER a list of the names of qualification of all instructors who will be providing training and shall notify COUNTY's PROJECT MANAGER within five (5) business days of any amendments or revision thereto.
- 17. Breach of Contract:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- a. Terminate the CONTRACT immediately, pursuant to Paragraph K herein;
 - b. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 - c. Discontinue payment to the Contactor for and during the period in which the CONTRACTOR is in breach; and
 - d. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

- 18. CONTRACTOR – Change in Ownership:** The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.
- 19. Conditions Affecting Work:** The CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
- 20. Conflict of Interest – CONTRACTOR’s Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR’s employees, agents, and relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. The CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
- 21. Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
- 22. Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 23. Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
- 24. CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a

receiver should be appointed on account of the CONTRACTOR's insolvency, the COUNTY may terminate this contract.

- 25. CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
- 26. CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a. PROJECT MANAGER to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This CONTRACTOR PROJECT MANAGER shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY's PROJECT MANAGER, which consent shall not be unreasonably withheld.

The CONTRACTOR's PROJECT MANAGER shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the CONTRACTOR's PROJECT MANAGER.

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

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

- 28. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this contract will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this contract without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this contract.

29. Disputes – Contract:

- a. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR's Project Manager and the COUNTY's PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY's CONTRACT MANAGER by way of the following process:
1. The CONTRACTOR shall submit to the agency/department assigned CONTRACT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
 2. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

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

- 30. EDD Independent CONTRACTOR Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit 1)

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

- 31. Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- 32. Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit "3" and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.
- 33. Lobbying:**
- a. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "4" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the COUNTY's PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "5" and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
 - b. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- 34. News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER.
- 35. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

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

For CONTRACTOR:

- 36. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.
- 37. Precedence:** The CONTRACT documents consist of this CONTRACT and its exhibits and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.
- 38. COUNTY's PROJECT MANAGER:** The COUNTY shall appoint a COUNTY'S PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this contract. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
- 39. Payment Requirements:** CONTRACTOR agrees that any and all funds received under this CONTRACT shall be disbursed on or before June 30, 2016, and that any and all funds remaining as of June 30, 2016, which have not been disbursed shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT in accordance with Paragraph K. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2016.

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

- (a) Monthly Payments: Beginning [REDACTED], upon receipt and approval by OC Community Resources – OC Community Services/Community Investment Division, of CONTRACTOR's invoice showing prior months actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this CONTRACT do not exceed \$[REDACTED].
- (b) COUNTY Discretion: At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.
- (c) Invoices: CONTRACTOR shall provide monthly invoices by the 20th day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this CONTRACT. If CONTRACTOR expenditures for any program referenced in this CONTRACT fall below 20% of planned expenditures for any cumulative period commencing from the beginning

Of the term of this CONTRACT, CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received.

40. **Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY's PROJECT MANAGER and the CONTRACTOR's Project Manager will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's Project Manager and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.
41. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
42. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.
43. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as CONTRACTOR's Project Manager and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

General Terms and Conditions:

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. Entire Contract:** This CONTRACT, including Attachments A, B, C, D, and Exhibits 1, 2, 3, 4, 5, 6, 7, and 8 which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by CONTRACT MANAGER.
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** "Intentionally Left Blank"
- E. Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and COUNTY INDEMNITIES as identified in paragraph "HH" below, and as more fully described in Paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph and “HH” below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITIES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers’ compensation or other fringe benefits of any kind through COUNTY.

- O. Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.

P. Insurance:

Insurance Provisions

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

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

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

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States**

or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

| Coverage | Minimum Limits |
|---|--|
| Commercial General Liability | \$1,000,000 per occurrence; \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Professional Liability Insurance | \$1,000,000 per claims made \$1,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of contract.

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

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

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified vendor.

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

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

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

- Q. Bills and Liens: "Intentionally Left Blank"**
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

- T. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph "HH" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITIES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such
- W. Freight (F.O.B):** "Intentionally Left Blank"
- X. Pricing:** "Intentionally Left Blank"
- Y. Waiver of Jury Trial:** "Intentionally Left Blank"
- Z. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing

them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

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

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

*** CONTRACTOR**


| | |
|--------------|--------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Dated: _____ | Dated: _____ |

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

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

COUNTY OF ORANGE
A Political Subdivision of the State of California

| | |
|--|-------------|
| By: _____ | Date: _____ |
| Steve Franks, Director OC Community Resources | |

By:  _____
Deputy County Counsel

APPROVED AS
TO FORM
Date: 04.20.2015



MODEL AMENDMENT # _____

TO CONTRACT # _____

BETWEEN THE
COUNTY OF ORANGE

AND

'CONTRACTOR'

FOR

THE PROVISION OF: _____

CFDA: _____

ACTIVITY: _____

This AMENDMENT to Contract # _____, hereinafter referred to as "_____" Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, with a place of business at _____, hereinafter referred to as "CONTRACTOR" which are sometimes referred to as "PARTY," or collectively referred to as "PARTIES."

RECITALS:

WHEREAS, COUNTY and CONTRACTOR entered into Contract Number _____ (hereinafter referred to as "Original Contract"), for the provision of _____, commencing _____ and ending _____ in the amount of \$ _____; and

WHEREAS, the COUNTY desires to _____, the CONTRACT by the monetary amount of \$ _____, for a new maximum obligation of \$ _____ and replace Attachment/Exhibit _____ with Attachment/Exhibit _____; and modify the _____ and replace with Attachment/Exhibit _____; and [Attachments/Exhibits to be added or omitted as needed]

WHEREAS, CONTRACTOR is performing satisfactory as required by the CONTRACT; and

WHEREAS, the COUNTY desires to extend the term of Contract for an additional _____, commencing _____ and terminating _____; the net change to the Contract is \$0; and

WHEREAS, PARTIES desires to amend Paragraph _____ “_____” to include revised _____; and [If applicable use; if not, omit this WHEREAS]

WHEREAS, PARTIES desires to amend Attachment/Exhibit _____ “_____” to include revised _____; and [If applicable use; if not, omit this WHEREAS]

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The CONTRACT is amended to extend the term of Contract, commencing _____ and terminating _____; the net change to Contract is \$0; and
2. Paragraph ___ of this CONTRACT is amended to revise _____ _____. [If applicable use, if not omit]
3. The CONTRACT is amended to _____ the monetary limit in the amount of \$_____, for a new maximum obligation of \$ _____.
4. Attachment/Exhibit _____, _____ is replaced with Attachment/Exhibit _____; [Attachment/Exhibits to be added or omitted as needed]

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the PARTIES hereto have executed this _____ Amendment on the dates with their respective signatures:

* 'CONTRACTOR'

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

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

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

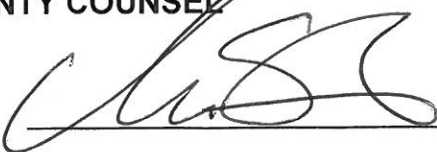
COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
Steve Franks, Director
OC Community Resources

Date: _____

APPROVED AS TO FORM
COUNTY COUNSEL

By:  Date 04.21.2015 DEPUTY COUNTY COUNSEL