

CONTRACT No. 17-28-0002-DRPA

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY HUMAN RELATIONS COUNCIL

FOR

DISPUTE RESOLUTIONS PROGRAMS ACT (DRPA) SERVICES
FUNDING SOURCE: 100% CIVIL FILING FEES



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This agreement No. 17-28-0002-DRPA, 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 Orange County Human Relations Council, a California for non-profit organization, with a place of business at 1300 S. Grand Ave. Bldg. B, Santa Ana CA 92705-4434, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, SUBRECIPIENT responded to a Request for Proposal (RFP) for Fiscal Year 2017-2018 for Dispute Resolutions 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 SUBRECIPIENT 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 OC Community Resources Director or his designee to enter into a CONTRACT for Dispute Resolution Programs Act services to engage SUBRECIPIENT to carry out certain program services and activities for Fiscal Year 2017-20; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

Terms and Conditions:**1. Scope of CONTRACT:**

This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment "A".

2. Term of CONTRACT:

This CONTRACT shall commence on October 1, 2017 and continue through June 30, 2020 for two (2) years and nine (9) months, unless otherwise terminated by the COUNTY. This CONTRACT may be renewed one (1) additional two (2) year term under the same terms, conditions, and scope of services by mutual written agreement of both PARTIES. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. At no time may this CONTRACT exceed five (5) years from the initial CONTRACT term of the RFP cycle.

3. Contingency of Funds:

SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to COUNTY; and inclusion of sufficient funding for the services hereunder in the Budget approved by COUNTY's Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

4. Maximum Obligation:

The total Maximum Obligation of COUNTY to the SUBRECIPIENT for the cost of services provided in accordance with this CONTRACT is \$825,000, with individual Maximum Obligation budgets for each Fiscal Year (FY 9/1/17 – 6/30/18 in the amount of \$225,000; FY 7/1/18 – 6/30/19 in the amount of \$300,000 and FY 7/1/19 – 6/30/20 in the amount of \$300,000) as further detailed in the Budget, identified and incorporated herein by this reference as Attachment "C".

5. Changes/Amendments/Extra Work:

The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY has the discretion with the SUBRECIPIENT's concurrence, to make changes at any time without changing the scope or price of the CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the project schedule, the SUBRECIPIENT will give COUNTY written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT amendment. Said amendment shall be issued by the COUNTY-assigned CONTRACT ADMINISTRATOR, shall require the mutual consent of all PARTIES, and may be subject to approval by the COUNTY Board of Supervisors. Nothing herein shall prohibit the SUBRECIPIENT from proceeding with the work as originally set forth or as previously amended in this CONTRACT.

All extra work/services are by mutual consent of all PARTIES and may be subject to the approval of the County of Orange Board of Supervisors.

6. Breach of CONTRACT:

The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- a. Terminate the CONTRACT immediately, pursuant to Paragraph K herein;
- b. Afford the SUBRECIPIENT written notice of the breach and ten 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 SUBRECIPIENT is in breach; and
- d. Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

7. Conditions Affecting Work:

The SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

8. Conflict of Interest:

- A. COUNTY Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- B. SUBRECIPIENT's Personnel: The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The SUBRECIPIENT'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.

9. 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 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.

10. COUNTY Project Manager:

The County shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.

11. SUBRECIPIENT's Project Manager and Key Personnel:

SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there is a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

The SUBRECIPIENT's Project Manager and Key Personnel shall be assigned to this CONTRACT for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project timelines. SUBRECIPIENT's Key Personnel are those individuals who report directly to the SUBRECIPIENT's Project Manager.

12. SUBRECIPIENT Personnel:

The SUBRECIPIENT 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. SUBRECIPIENT's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the COUNTY as needed.

13. Title to Data:

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

All PARTIES to the CONTRACT acknowledge that the COUNTY shall maintain ownership and control of all data files and the related indexes and pointers to those data files.

14. EDD Independent SUBRECIPIENT Reporting Requirements:

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.

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

15. 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 award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT ADMINISTRATOR:

- A. In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a SUBRECIPIENT 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 SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
- D. A certification that the SUBRECIPIENT 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 SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT 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 ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

16. Licenses:

SUBRECIPIENT and its subcontractors, if any, shall, at all time during the term of this CONTRACT, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. SUBRECIPIENT and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entity.

17. Disputes – CONTRACT:

- A. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT and the COUNTY, such matter shall be brought to the attention of the CONTRACT ADMINISTRATOR by way of the following process:
 - 1. The SUBRECIPIENT shall submit to the department assigned CONTRACT ADMINISTRATOR a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
 - 2. The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that

the amount requested accurately reflects the CONTRACT adjustment for which the SUBRECIPIENT believes the COUNTY is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT ADMINISTRATOR. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this Paragraph 17 shall be construed as affecting the COUNTY's right to terminate the CONTRACT for cause as stated in Paragraph K "Termination," herein.

18. Gratuities:

The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in this Paragraph 18 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

19. Termination – Orderly:

After receipt of a termination notice from the County of Orange, the SUBRECIPIENT 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 SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation 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.

20. News/Information Release:

The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY.

21. 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
Community Investment Division
PROJECT MANAGER
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attn: Reza Zargham

OC Community Resources
Contract Development and Management
CONTRACT ADMINISTRATOR
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930
Attn: Elsa Rivera

For SUBRECIPIENT:

OC Human Relations Council
Dispute Resolution Program
Rusty Kennedy, CEO
1300 S. Grand Ave. Bldg. B
Santa Ana, CA 92705- 4434

22. Ownership of Documents:

The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.

- 23. 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 and paragraphs of this CONTRACT, and then the exhibits and attachments.

24. Errors and Omissions:

All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and Key Personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by

SUBRECIPIENT in any action between the COUNTY and SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

25. Non-Supplantation of Funds:

SUBRECIPIENT shall not supplant any Federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. SUBRECIPIENT shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. SUBRECIPIENT agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or COUNTY funds under any Federal, State, or COUNTY program without prior written approval from the COUNTY.

26. Satisfactory Work:

Services rendered hereunder are to be performed to the written satisfaction of COUNTY. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

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

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

28. Signature in Counterparts:

The PARTIES agree that separate copies of this CONTRACT and/or electronic signatures and handwritten signatures may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the Original had been signed by all the PARTIES.

29. Reports/Meetings:

The SUBRECIPIENT shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY and the SUBRECIPIENT will meet on reasonable notice to discuss the SUBRECIPIENT's performance and progress under this CONTRACT. If requested, the SUBRECIPIENT and other project personnel shall attend all meetings. The SUBRECIPIENT shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

30. Subcontracting:

No performance of this CONTRACT or any portion thereof may be assigned or subcontracted by the SUBRECIPIENT without the express written consent of the COUNTY. Any attempt by the SUBRECIPIENT to assign or subcontract any performance of this CONTRACT without the express written consent of the COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

In the event that the SUBRECIPIENT is authorized by the COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which the COUNTY expects to receive services, the COUNTY shall look to the SUBRECIPIENT for performance and not deal directly with any subcontractor. All matters related to this CONTRACT shall be handled by the SUBRECIPIENT with the COUNTY; the COUNTY will have no direct contact with the subcontractor in matters related to the performance of this CONTRACT. All work must meet the approval of the COUNTY.

Program Specific Terms and Conditions:**31. Debarment:**

SUBRECIPIENT 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.

32. Lobbying:

- A. SUBRECIPIENT 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. SUBRECIPIENT shall complete and immediately forward to the COUNTY the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "5" and incorporated herein by this reference, if SUBRECIPIENT, or any person, firm or corporation acting on SUBRECIPIENT's behalf, engaged or engages in lobbying any federal office, employee, elected official or department with respect to this CONTRACT or funds to be received by SUBRECIPIENT pursuant to this CONTRACT.
- B. SUBRECIPIENT agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

33. Fraud:

SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.

34. Fiscal Accountability:

- A. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT's system shall provide fiscal control and accounting procedures that will include the following:
 - 1) Information pertaining to sub-grant and CONTRACT awards, obligations, unobligated balances, assets, expenditures, and income;
 - 2) Effective internal controls to safeguard assets and assure their proper use;
 - 3) A comparison of actual expenditures with budgeted amounts for each sub grant and CONTRACT;
 - 4) Source documentation to support accounting records; and
 - 5) Proper charging of costs and cost allocation.
- B. SUBRECIPIENT's Records. SUBRECIPIENT's records shall be sufficient to:
 - 1) Permit preparation of required reports;
 - 2) Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; 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.

35. Performance Standards:

SUBRECIPIENT 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 for program evaluation and monitoring included, but are not limited to those listed in the Performance Standards which is attached hereto as Attachment "E."

SUBRECIPIENT 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.

SUBRECIPIENT agrees that it is responsible for and guarantees performance of the entire program activities specified in Attachment "E." SUBRECIPIENT further agrees that lack of compliance with Attachment "E" 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.

SUBRECIPIENT 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. SUBRECIPIENT shall provide to COUNTY, 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.

SUBRECIPIENT 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. SUBRECIPIENT shall submit to COUNTY a copy of said statement within 60 days after this CONTRACT is executed. SUBRECIPIENT shall make changes in such statement as directed by COUNTY.

36. Payments:

SUBRECIPIENT agrees that any and all funds received under this CONTRACT shall be disbursed on or before June 30, 2018, and that any and all funds remaining as of June 30, 2018, which have not been disbursed shall be returned by SUBRECIPIENT to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT in accordance with Paragraph K. No expense of SUBRECIPIENT will be reimbursed by COUNTY if incurred after June 30, 2018.

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

- A. Monthly Payments: Beginning August 1, 2017 upon receipt and approval by OC Community Resources – OC Community Services/Community Investment Division, of SUBRECIPIENT's invoice showing prior month(s) actual expenditures, COUNTY shall make monthly reimbursement payments based on SUBRECIPIENT's invoice so long as the total payments under this CONTRACT do not exceed the contract maximum obligation.
- B. COUNTY Discretion: At the sole discretion of COUNTY, payments to SUBRECIPIENT may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by SUBRECIPIENT.

- C. Invoices: SUBRECIPIENT shall provide monthly invoices by the 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 SUBRECIPIENT expenditures for any program referenced in this CONTRACT fall below 20% of planned expenditures for any cumulative period commencing from the beginning.

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

37. Modification of Budget:

Upon written approval of COUNTY, SUBRECIPIENT 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 the COUNTY. A modification of the Budget may include the addition of any new budget category. Approval of the Budget Modification by COUNTY includes approval of the new Budget Category. Frequencies of Budget Modification request initiated by SUBRECIPIENT are outlined in specified COUNTY policy. Budget modification requests will not be processed after April 30 of each annual CONTRACT term.

38. Annual Audit:

- A. Independent Audit: Following each COUNTY Fiscal Year covered by this CONTRACT, SUBRECIPIENT shall independently arrange for an audit of its use during the preceding COUNTY Fiscal Year of Dispute Resolution funds received from COUNTY. Said audit shall contain a final reconciliation of actual revenues and expenses compared to the Budget (Attachment "C") for said COUNTY Fiscal Year, pursuant to 16 California Code of Regulations Section 3642. Said audit shall describe and assess fiscal practices and status. SUBRECIPIENT shall submit one (1) copy of such audit report to COUNTY and to the State's Department of Consumer Affairs within ninety (90) days after the end of each COUNTY Fiscal Year covered by this CONTRACT.
- B. State Audit: Pursuant to and in accordance with Government Code Section 8546.7 in the event this CONTRACT provides for expenditures of public funds in excess of ten thousand (\$10,000), the PARTIES shall be subject to an examination and audit by the State Auditor for a period of three (3) years after final payment under this CONTRACT.

39. Budget:

SUBRECIPIENT agrees that the expenditures of any and all funds under this CONTRACT will be in accordance with the Budget, 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.

40. Match:

SUBRECIPIENT 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.

41. Nondiscrimination and Compliance Provisions:

- A. SUBRECIPIENT shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. parts 33 and 37. The United States, the State of California and COUNTY have a right to seek judicial enforcement of this requirement.
- B. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (California Code, Section 12900 et seq.), and the regulations promulgated there under (California Code of Regulations, Title 2 Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- C. In the performance of this CONTRACT, SUBRECIPIENT and its subcontractors shall not deny the benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, Religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer) , marital status, denial of family care leave, political affiliation, or belief. SUBRECIPIENT shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- D. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Paragraph 41 of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- E. SUBRECIPIENT will give written notice of its obligations under this Paragraph 41 of the CONTRACT to labor organizations with which SUBRECIPIENT has a collective bargaining or other contract.
- F. SUBRECIPIENT shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, record and accounts in order to ascertain SUBRECIPIENT's compliance with the above non-discrimination requirements.

42. Instructors:

If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this CONTRACT, SUBRECIPIENT shall

submit to COUNTY a list of the names and qualification of all instructors who will be providing training and shall notify COUNTY within five (5) business days of any amendments or revision thereto.

43. Publication:

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by SUBRECIPIENT and/or anyone acting under the supervision of SUBRECIPIENT to any person, partnership, company, corporation, or department, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

44. Drug Free Workplace:

SUBRECIPIENT shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 2 and incorporated herein by this reference.

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General Terms and Conditions:

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. Entire Contract:** This CONTRACT, including Attachments, and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT 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 ADMINISTRATOR.
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** "Intentionally Left Blank"
- E. Delivery:** Time of delivery of 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:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and COUNTY INDEMNITEES as identified in paragraph "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, SUBRECIPIENT shall be solely responsible for clearing the

right to use any patented or copyrighted materials in the performance of this CONTRACT. SUBRECIPIENT warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SUBRECIPIENT agrees that, in accordance with the more specific requirement contained in Paragraph "HH" below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT 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, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to 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 SUBRECIPIENT. 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 SUBRECIPIENT:** SUBRECIPIENT shall be considered an independent SUBRECIPIENT and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT 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 subcontractors.

P. Insurance:

Insurance Provisions

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

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

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

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

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

Qualified Insurer

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

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

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

| Coverage | Minimum Limits |
|---|--|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers Compensation | Statutory |
| Employers Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims-made |
| Professional Liability Insurance | \$1,000,000 per claims-made \$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 20 26 04 13, or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees, agents and employees** as Additional Insured, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the SUBRECIPIENT'S insurance is primary and

any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange 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.

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

If SUBRECIPIENT's Professional Liability and/or Network Security & Privacy Liability are "claims made" policies, SUBRECIPIENT shall agree to maintain coverage for two (2) years following the completion of the CONTRACT.

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

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

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to CONTRACT ADMINISTRATOR, award may be made to the next qualified vendor.

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

COUNTY shall notify SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt

of such notice, this CONTRACT may be in breach without further notice to SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

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

- Q. Bills and Liens:** "Intentionally Left Blank"
- R. Changes:** SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- S. Change of Ownership:** SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.
- U. Confidentiality:** SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.
- V. Compliance with Laws:** SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (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. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of Paragraph "HH" below, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such.
- W. Freight (F.O.B):** "Intentionally Left Blank"
- X. Pricing:** "Intentionally Left Blank"
- Y.** "Intentionally Left Blank".
- Z. Terms and Conditions:** SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- BB. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- FF. Authority:** "Intentionally left Blank"
- GG. Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The SUBRECIPIENT shall obtain, from all employees, 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 SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its COUNTY INDEMNITEES, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or COUNTY INDEMNITEES, or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- HH. Indemnification:** SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and departments which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- II. Audits/Inspections:** SUBRECIPIENT 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 SUBRECIPIENT for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected with the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

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

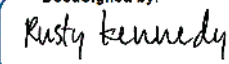
SUBRECIPIENT agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information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

Should the SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT'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.

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

*** Orange County Human Relations Council**

By:  _____
DocuSigned by:
E7C4D7735D9D4FE...
 Name: Rusty Kennedy _____
 Title: CEO _____
 Dated: 7/17/2017 _____

By: _____
 Name: _____
 Title: _____
 Dated: _____

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

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
 Dylan Wright, Director
 OC Community Resources

Date: _____

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By:  Carolyn Frost _____
DocuSigned by:
E502ACCCAA1C43A...
 DEPUTY COUNTY COUNSEL

Dated: 7/14/2017 _____

**ATTACHMENT A - SCOPE OF SERVICES
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

Contractor: Orange County Human Relations Council

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 Small Claims Appeals Judgment/Debtor Unlawful Detainers Limited Civil Mandatory Settlement Conferences Civil Harassment Family Court | <ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation |
| <ul style="list-style-type: none"> Lamoreaux Justice Center and Other Family Centric Programs | <ul style="list-style-type: none"> Dissolution of Marriage (Divorce) Dissolution of Domestic Partnership Legal Separation Post Judgment Modifications Child Custody and Visitation Spousal Support Property Division Parent/Child Disputes Other Family Issues | <ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation |
| <ul style="list-style-type: none"> Legal Aid Society of Orange County | <ul style="list-style-type: none"> Landlord/Tenant Neighbor/Neighbor Employment Consumer/Merchant Domestic/Household | <ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation |

**ATTACHMENT A - SCOPE OF SERVICES
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

| Referral Source | Type(s) of Referrals (To be filled in by Contractor) | Services to be Provided |
|---|---|---|
| <ul style="list-style-type: none"> Orange County Juvenile Probation Dept. /Sheriff Dept./Local Police Depts. | <ul style="list-style-type: none"> Neighbor/Neighbor Domestic/Household Intergroup/Cross-Cultural Police/Community | <ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation |
| <ul style="list-style-type: none"> Other: Non-Profit Organizations, Government Offices, Community Centers, Schools, etc. | <ul style="list-style-type: none"> Landlord/Tenant Neighbor/Neighbor Employment Consumer/Merchant Domestic/Household Accidents School Intergroup/Cross-Cultural Police/Community | <ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation |

3. Volunteer Coordination

A. Contractor shall cultivate the following number of volunteer mediators to provide DRPA services:

- FY 2017-18 (October 1, 2017 – June 30, 2018): 12
- FY 2018-19: 16
- FY 2019-20: 16

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.

**ATTACHMENT A - SCOPE OF SERVICES
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

B. Mandated DRPA training in Orange County

(1) Contractor shall provide 2 mandated mediation trainings per year.

5. Education and Outreach Services in Orange County

A. Contractor shall provide the following number of educational workshops:

- FY 2017-18 (October 1, 2017 – June 30, 2018): 4
- FY 2018-19: 6
- FY 2019-20: 6

B. Contractor shall provide the following number of public presentations regarding the availability of DRPA services:

- FY 2017-18 (October 1, 2017 – June 30, 2018): 195
- FY 2018-19: 260
- FY 2019-20: 260

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.

6. Reports

- A. Contractor shall maintain records, statistical reports, data and information as required by the County in electronic form.
- B. Contractor shall report monthly by the 20th day of the month statistical data which shall include but shall not be limited to data required in the Regulations and by the County. The data reported shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process.
- C. CONTRACTOR shall report or submit monthly to County follow-up surveys of disputants who have used services containing all the information specified in DRPA Regulations.

**ATTACHMENT B****PAYMENT/COMPENSATION****1. COMPENSATION:**

This is a cost reimbursable CONTRACT between the COUNTY and the SUBRECIPIENT for up to \$225,000 for the period one (October 1, 2017 – June 30, 2018); \$300,000 for the period two (July 1, 2018 – June 30, 2019); \$300,000 for the period three (July 1, 2019 – June 30, 2020) as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

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

Invoice(s) are to be sent to:
 OC Community Resources
 1770 North Broadway, 4th floor
 Santa Ana, CA 92706-2642
 Attention: Accounts Payable



ATTACHMENT B

4. INVOICING INSTRUCTIONS:

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. SUBRECIPIENT's name and address
2. SUBRECIPIENT's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. SUBRECIPIENT's Federal I. D. number
10. Total

ATTACHMENT C – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20

| Budget Detail | | | | | | |
|--|---------------------------|--------------|----------------|--------------------|--------------|--------------|
| FY 2017-18 (October 1, 2017 - June 30, 2018) | | | | | | |
| Cost Categories | | | In-kind | | | |
| | | DRPA Grant | Cash Non-Grant | Non-Cash Non-Grant | Total | |
| PROGRAM | Operations Activities: | | | | | |
| | Salaries | \$181,370.25 | \$101,190.00 | - | \$282,560.25 | |
| | Benefits | \$30,340.50 | \$16,927.50 | - | \$47,268.00 | |
| | Facility Lease | - | - | - | - | |
| | Staff Training | - | - | - | - | |
| | Printing/Publications | - | - | - | - | |
| | Utilities | - | - | - | - | |
| | Meetings / Conferences | - | - | - | - | |
| | Telephone | - | - | - | - | |
| | Equipment (under \$5,000) | - | - | - | - | |
| | Equipment Lease | - | - | - | - | |
| | Insurance | - | - | - | - | |
| | Professional Memberships | - | - | - | - | |
| | Subscriptions | - | - | - | - | |
| | Postage | - | - | - | - | |
| | Office Supplies/ Expenses | - | - | - | - | |
| | Consultant/Subcontract | - | - | - | - | |
| | Volunteers | - | - | \$67,558.50 | \$67,558.50 | |
| | Travel / Mileage | - | - | - | - | |
| | Other: | - | - | - | - | |
| | Program Subtotal | | \$211,710.75 | \$118,117.50 | \$67,558.50 | \$397,386.75 |
| * ADMINISTRATION | * Administration: | | | | | |
| | Salaries | \$11,229.75 | \$33,688.50 | - | \$44,918.25 | |
| | Benefits | \$2,059.50 | \$5,635.50 | - | \$7,695.00 | |
| | Other: Indirect | - | - | - | - | |
| | Other: | - | - | - | - | |
| | Other Subtotal | - | - | - | - | |
| | Administration Subtotal | | \$13,289.25 | \$39,324.00 | - | \$52,613.25 |
| | GRAND TOTAL | | \$225,000.00 | \$157,441.50 | \$67,558.50 | \$450,000.00 |
| Percentage of Total | | 6% | | | | |

*Cannot exceed 10% of total requested funding

**ATTACHMENT C – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

| *Expenditure Plan FY 2017-18 (October 1, 2017 - June 30, 2018) | | | | |
|---|---|--------------------------------------|---------------------------------------|---------------------|
| Cost Categories | QTR 2 10/1/17 - 12/31/17 | QTR 3 1/1/18- 1/31/18 | QTR 4 4/1/18 - 6/30/18 | Total |
| PROGRAM | | | | |
| Salaries | \$60,457.00 | \$60,457.00 | \$60,456.25 | \$181,370.25 |
| Benefits | \$10,114.00 | \$10,113.25 | \$10,113.25 | \$30,340.50 |
| Facility Lease | - | - | - | - |
| Staff Training | - | - | - | - |
| Printing/Publications | - | - | - | - |
| Utilities | - | - | - | - |
| Meetings / Conferences | - | - | - | - |
| Telephone | - | - | - | - |
| Equipment (under \$5,000) | - | - | - | - |
| Equipment Lease | - | - | - | - |
| Insurance | - | - | - | - |
| Professional Memberships | - | - | - | - |
| Subscriptions | - | - | - | - |
| Postage | - | - | - | - |
| Office Supplies | - | - | - | - |
| Consultant/Subcontract | - | - | - | - |
| Volunteers | - | - | - | - |
| Travel / Mileage | - | - | - | - |
| Other: Facilities | - | - | - | - |
| Program Subtotal | \$70,571.00 | \$70,570.25 | \$70,569.50 | \$211,710.75 |
| ADMINISTRATION | | | | |
| Salaries | \$3,743.00 | \$3,743.00 | \$3,743.75 | \$11,229.75 |
| Benefits | \$687.00 | \$686.25 | \$686.25 | \$2,059.50 |
| Other: Indirect | - | - | - | - |
| Other: | - | - | - | - |
| Administration Subtotal | \$4,430.00 | \$4,429.25 | \$4,430.00 | \$13,289.25 |
| GRAND TOTAL | \$75,001.00 | \$74,999.50 | \$74,999.50 | \$225,000.00 |

*DRPA funds only

**ATTACHMENT C – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

| Budget Detail | | | | | | |
|---|---------------------------|--------------|----------------|--------------------|--------------|--------------|
| FY 2018-19 (July 1, 2018 - June 30, 2019) | | | | | | |
| Cost Categories | | | In kind | | | |
| | | DRPA Grant | Cash Non-Grant | Non-Cash Non-Grant | Total | |
| PROGRAM | Operations Activities: | | | | | |
| | Salaries | \$241,827.00 | \$134,920.00 | - | \$376,747.00 | |
| | Benefits | \$40,454.00 | \$22,570.00 | - | \$63,024.00 | |
| | Facility Lease | - | - | - | - | |
| | Staff Training | - | - | - | - | |
| | Printing/Publications | - | - | - | - | |
| | Utilities | - | - | - | - | |
| | Meetings / Conferences | - | - | - | - | |
| | Telephone | - | - | - | - | |
| | Equipment (under \$5,000) | - | - | - | - | |
| | Equipment Lease | - | - | - | - | |
| | Insurance | - | - | - | - | |
| | Professional Memberships | - | - | - | - | |
| | Subscriptions | - | - | - | - | |
| | Postage | - | - | - | - | |
| | Office Supplies/ Expenses | - | - | - | - | |
| | Consultant/Subcontract | - | - | - | - | |
| | Volunteers | - | - | \$90,078.00 | \$90,078.00 | |
| | Travel / Mileage | - | - | - | - | |
| | Other: | - | - | - | - | |
| | Program Subtotal | | \$282,281.00 | \$157,490.00 | \$90,078.00 | \$529,849.00 |
| * ADMINISTRATION | * Administration: | | | | | |
| | Salaries | \$14,973.00 | \$44,918.00 | - | \$59,891.00 | |
| | Benefits | \$2,746.00 | \$7,514.00 | - | \$10,260.00 | |
| | Other: Indirect | | - | - | - | |
| | Other: | - | - | - | - | |
| | Other Subtotal | - | - | - | - | |
| | Administration Subtotal | | \$17,719.00 | \$52,432.00 | - | \$70,151.00 |
| | GRAND TOTAL | | \$300,000.00 | \$209,922.00 | \$90,078.00 | \$600,000.00 |
| Percentage of Total | | 6% | | | | |

*Cannot exceed 10% of total requested funding

**ATTACHMENT C – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

| *Expenditure Plan | | | | | |
|---|---------------------|-----------------------|--------------------|---------------------|--------------|
| FY 2018-19 (July 1, 2018 - June 30, 2019) | | | | | |
| Cost Categories | QTR 1 | QTR 2 | QTR 3 | QTR 4 | Total |
| | 7/1/18 - 9/30/18 | 10/1/18 - 12/31/18 | 1/1/19- 1/31/19 | 4/1/19 - 6/30/19 | |
| PROGRAM | | | | | |
| Salaries | \$60,457.00 | \$60,457.00 | \$60,457.00 | \$60,456.00 | \$241,827.00 |
| Benefits | \$10,114.00 | \$10,114.00 | \$10,113.00 | \$10,113.00 | \$40,454.00 |
| Facility Lease | - | - | - | - | - |
| Staff Training | - | - | - | - | - |
| Printing/Publications | - | - | - | - | - |
| Utilities | - | - | - | - | - |
| Meetings / Conferences | - | - | - | - | - |
| Telephone | - | - | - | - | - |
| Equipment (under \$5,000) | - | - | - | - | - |
| Equipment Lease | - | - | - | - | - |
| Insurance | - | - | - | - | - |
| Professional Memberships | - | - | - | - | - |
| Subscriptions | - | - | - | - | - |
| Postage | - | - | - | - | - |
| Office Supplies | - | - | - | - | - |
| Consultant/Subcontract | - | - | - | - | - |
| Volunteers | - | - | - | - | - |
| Travel / Mileage | - | - | - | - | - |
| Other: Facilities | - | - | - | - | - |
| Program Subtotal | \$70,571.00 | \$70,571.00 | \$70,570.00 | \$70,569.00 | \$282,281.00 |
| ADMINISTRATION | | | | | |
| Salaries | \$3,743.00 | \$3,743.00 | \$3,743.00 | \$3,744.00 | \$14,973.00 |
| Benefits | \$687.00 | \$687.00 | \$686.00 | \$686.00 | \$2,746.00 |
| Other: Indirect | - | - | - | - | - |
| Other: | - | - | - | - | - |
| Administration Subtotal | \$4,430.00 | \$4,430.00 | \$4,429.00 | \$4,430.00 | \$17,719.00 |
| GRAND TOTAL | \$75,001.00 | \$75,001.00 | \$74,999.00 | \$74,999.00 | \$300,000.00 |

*DRPA funds only

**ATTACHMENT C – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

| Budget Detail | | | | | | |
|---|---------------------------|--------------|----------------|--------------------|--------------|--------------|
| FY 2019-20 (July 1, 2019 - June 30, 2020) | | | | | | |
| Cost Categories | | | In kind | | | |
| | | DRPA Grant | Cash Non-Grant | Non-Cash Non-Grant | Total | |
| PROGRAM | Operations Activities: | | | | | |
| | Salaries | \$241,827.00 | \$134,920.00 | - | \$376,747.00 | |
| | Benefits | \$40,454.00 | \$22,570.00 | - | \$63,024.00 | |
| | Facility Lease | - | - | - | - | |
| | Staff Training | - | - | - | - | |
| | Printing/Publications | - | - | - | - | |
| | Utilities | - | - | - | - | |
| | Meetings / Conferences | - | - | - | - | |
| | Telephone | - | - | - | - | |
| | Equipment (under \$5,000) | - | - | - | - | |
| | Equipment Lease | - | - | - | - | |
| | Insurance | - | - | - | - | |
| | Professional Memberships | - | - | - | - | |
| | Subscriptions | - | - | - | - | |
| | Postage | - | - | - | - | |
| | Office Supplies/ Expenses | - | - | - | - | |
| | Consultant/Subcontract | - | - | - | - | |
| | Volunteers | - | - | \$90,078.00 | \$90,078.00 | |
| | Travel / Mileage | - | - | - | - | |
| | Other: | - | - | - | - | |
| | Program Subtotal | | \$282,281.00 | \$157,490.00 | \$90,078.00 | \$529,849.00 |
| * ADMINISTRATION | * Administration: | | | | | |
| | Salaries | \$14,973.00 | \$44,918.00 | - | \$59,891.00 | |
| | Benefits | \$2,746.00 | \$7,514.00 | - | \$10,260.00 | |
| | Other: Indirect | - | - | - | - | |
| | Other: | - | - | - | - | |
| | Other Subtotal | - | - | - | - | |
| | Administration Subtotal | | \$17,719.00 | \$52,432.00 | - | \$70,151.00 |
| | GRAND TOTAL | | \$300,000.00 | \$209,922.00 | \$90,078.00 | \$600,000.00 |
| Percentage of Total | | 6% | | | | |

*Cannot exceed 10% of total requested funding

**ATTACHMENT C – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

| *Expenditure Plan FY 2019-20 (July 1, 2019 - June 30, 2020) | | | | | |
|--|---------------------|-----------------------|--------------------|---------------------|--------------|
| Cost Categories | QTR 1 | QTR 2 | QTR 3 | QTR 4 | Total |
| | 7/1/19 - 9/30/19 | 10/1/19 - 12/31/19 | 1/1/20- 1/31/20 | 4/1/20 - 6/30/20 | |
| PROGRAM | | | | | |
| Salaries | \$60,457.00 | \$60,457.00 | \$60,457.00 | \$60,456.00 | \$241,827.00 |
| Benefits | \$10,114.00 | \$10,114.00 | \$10,113.00 | \$10,113.00 | \$40,454.00 |
| Facility Lease | - | - | - | - | - |
| Staff Training | - | - | - | - | - |
| Printing/Publications | - | - | - | - | - |
| Utilities | - | - | - | - | - |
| Meetings / Conferences | - | - | - | - | - |
| Telephone | - | - | - | - | - |
| Equipment (under \$5,000) | - | - | - | - | - |
| Equipment Lease | - | - | - | - | - |
| Insurance | - | - | - | - | - |
| Professional Memberships | - | - | - | - | - |
| Subscriptions | - | - | - | - | - |
| Postage | - | - | - | - | - |
| Office Supplies | - | - | - | - | - |
| Consultant/Subcontract | - | - | - | - | - |
| Volunteers | - | - | - | - | - |
| Travel / Mileage | - | - | - | - | - |
| Other: Facilities | - | - | - | - | - |
| Program Subtotal | \$70,571.00 | \$70,571.00 | \$70,570.00 | \$70,569.00 | \$282,281.00 |
| | | | | | |
| ADMINISTRATION | | | | | |
| Salaries | \$3,743.00 | \$3,743.00 | \$3,743.00 | \$3,744.00 | \$14,973.00 |
| Benefits | \$687.00 | \$687.00 | \$686.00 | \$686.00 | \$2,746.00 |
| Other: Indirect | - | - | - | - | - |
| Other: | - | - | - | - | - |
| Administration Subtotal | \$4,430.00 | \$4,430.00 | \$4,429.00 | \$4,430.00 | \$17,719.00 |
| | | | | | |
| GRAND TOTAL | \$75,001.00 | \$75,001.00 | \$74,999.00 | \$74,999.00 | \$300,000.00 |

*DRPA funds only

**ATTACHMENT D**

**STAFFING PLAN
Dispute Resolution Programs Act
FY 2017-20**

Direct Services Program

| | Classification/Title | FTE |
|----|-----------------------------|------------|
| 1 | DRP Director | 0.8 |
| 2 | Mediator | 1.0 |
| 3 | Mediator | 1.0 |
| 4 | Mediator | 0.6 |
| 5 | Mediation Assistant | 1.0 |
| 6 | Bookkeeper | 0.10 |
| 7 | Office Manager | 0.20 |
| 8 | | |
| 9 | | |
| 10 | | |
| | TOTAL | 4.7 |



**ATTACHMENT E
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

A. Contractor will provide the following activities to 100% of referrals from the Orange County Courts and the Orange County Community:

1. Intake/Problem Assessment
2. Information and Referrals
3. Mediation Services (where applicable)

B. Contractor shall track and report the following activities generated from said referrals:

1. Referrals from the Orange County Courts
2. Referrals from the Orange County Community
3. Intake/Problem Assessment
4. Information and Referrals
5. Cases Opened
6. Proceedings Initiated
7. Cases Closed
8. Cases Resolved
9. Follow-up Surveys

Based on the average volume of referrals and cases over the past three years, Contractor shall perform within the following ranges of service deliverables. However, there is no limit to the number of services provided under this contract and Contractor may exceed the following metrics.

| Target Metrics | | | |
|--|---|---|---|
| Services | FY 17-18* (October 1, 2017 - June 30, 2018) | FY 18-19 | FY 19-20 |
| Intake/Problem Assessment | 906 assessments | 1,208 assessments | 1,208 assessments |
| Cases Opened | 694 - 750 cases | 926 - 1000 cases | 926 - 1,000 cases |
| Proceedings Initiated | 592 - 645 proceedings | 790 - 860 proceedings | 790 - 860 proceedings |
| Cases Closed | 80% of cases opened (minimum) | 80% of cases opened (minimum) | 80% of cases opened (minimum) |
| Cases Resolved | 442 - 483 cases | 590 - 645 cases | 590 - 645 cases |
| Follow Up Surveys | 1 completed survey from 50% of cases opened (minimum) | 1 completed survey from 50% of cases opened (minimum) | 1 completed survey from 50% of cases opened (minimum) |
| Information & Referrals | 120 minimum for 9-month period | 160 minimum annually | 160 minimum annually |
| Public Education Presentations: | | | |
| -# of presentations | 172 - 270 presentations | 230 - 360 presentations | 230 - 360 presentations |
| -# of attendees | 4,680 - 6,480 | 6,240 - 8,640 | 6,240 - 8,640 |



**ATTACHMENT E
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

C. Public Education Presentations: Contractor will conduct the following number of presentations:

| Public Education Presentations | | |
|---|-----------------|-----------------|
| FY 17-18* (October 1, 2017 - June 30, 2018) | FY 18-19 | FY 19-20 |
| 4 presentations | 6 presentations | 6 presentations |

D. Trainings:

- a. Training Sessions: contractor shall conduct two (2) training sessions in accordance with the DRPA rules and regulation and shall be held on a quarterly basis commencing in the second quarter of the program year [Article 7.471(a)].
- b. A total of 15 trainees must complete one of the training session during the period of October 1, 2017 – June 30, 2018 in FY 2017-18; 20 trainees in FY 2018-19; and 20 trainees in FY 2019-20 with no less than 6 trainees per training session.

Contractor shall report the numbers of the above activities on a monthly basis utilizing report templates approved by the County.



**ATTACHMENT E
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

**Dispute Resolution Program
Performance - Definitions**

- A. Intake/Problem Assessment** – Intake/Problem Assessment is the evaluation of information for the purpose of determining the appropriateness, feasibility, and need for dispute resolution services which are authorized and funded by the DRPA. Non-dispute related calls will not be recorded in any category. This is the sum of Cases Opened (B) and Information and Referral (G).
- B. Cases Opened** - A case is opened when a party voluntarily agrees to submit a conflict to a dispute resolution service and gives the grantee permission to contact the other party/parties for the purpose of resolving the conflict through dispute resolution services. Cases are opened when it is 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.
- C. Proceedings Initiated** – A proceeding is initiated when some or all of the disputants or parties from different sides of the dispute, actively participate by statement or practice and agree to participate in a dispute resolution process with the assistance of the grantee by mediation/conciliation/arbitration.
- D. Cases Closed** - Of the cases opened, the reported number of cases closed includes cases resolved through mediation/conciliation/arbitration (a), cases partially resolved (b), cases unresolved (c), and cases not initiated (d).
- a. Resolved** - A dispute is considered to be resolved if parties reach agreement on all of the issues of the dispute. Cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed.
 - b. Partially Resolved** - A partial resolution is when parties reach agreement on one or more issues of the dispute. 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.
 - c. Unresolved** - A case is considered to be unresolved if parties do not reach agreement on any of the issues of the dispute or do not choose to continue participation in the process.
 - d. Case Not Initiated** - A case is closed due to inaction (90 days or more).



**ATTACHMENT E
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

- e. Facilitation Completed** - Facilitation is completed when all documented sessions of a group are completed with the use of a facilitator or using neutral skills to defuse/ resolve an issue or issues of conflict.

E. Resolved Cases – The number of cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed.

F. Follow-up Surveys – Follow-up Surveys are the tools used by the Grantees for the evaluating of parties who have used their services. This is the number of survey responses received from the cases opened and proceedings initiated. For all 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 in the form of a mailing or a telephone interview, or a combination of both.

At a minimum, the surveys shall be conducted annually and must include the following:

1. The type of dispute resolution services provided by the Grantee;
2. The fairness or adequacy of the settlement or award;
3. Any particular difficulties experienced by the disputant in carrying out and obtaining compliance with the settlement agreement or award;
4. The disputant's willingness to use the Grantee's services in the future; and
5. The disputant's willingness to recommend the Grantee's services to others who are involved in disputes.

G. Information and/or Referral – Information and Referral involves a Grantee providing disputants with information and/or referral to the services of other agencies. This can be provided when information is requested and grant related situation is not appropriate for mediation/conciliation/arbitration or when mediation/conciliation/arbitration services are not requested.

H. Public Education Presentations/Numbers of Attendees – Public Education of communities with regard to the availability and benefits of alternative dispute resolution process with the assistance of the grantee. Statistics will also be collected on the number of attendees at presentations.

I. Training/Trainees – Number of Trainings and estimated number of trainees. This applies to formal DRPA basic training of 25 hours or more, as well as advanced training, as outlined in the DRPA Regulations.



**ATTACHMENT E
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

DISPUTE RESOLUTION PROGRAM AGREEMENT DELIVERABLES

If CONTRACTOR has agreed to provide dispute resolution services to as specified in the Agreement. CONTRACTOR shall submit the following deliverables on the specified due dates:

| Deliverable | Due Date |
|---|---|
| Statistical Data and Reports as required but not limited to: <ul style="list-style-type: none"> a. County Statistical Reports (Monthly, Quarterly Encompassing to date number of all Performance Standard Categories and Including no. of Civil, Non-Civil, Community referrals b. DRPA Civil Mediation Services Reports c. Quarterly Demographic Reports d. Quarterly Follow-Up reports, following monthly surveys | 20 th of each month for prior month reporting and quarterly following 20 th day of last quarter month |
| Attendance and Participation at Monthly, Quarterly Meeting | As Scheduled |
| DRPA Civil Mediation Meetings | As Scheduled |
| List of updated Volunteer Lists | Quarterly following 20 th day of last quarter month |
| Calendar of Training events, Training Outlines | Quarterly following 20 th day of last Quarter month |
| Calendar of Outreach, Education, Community and other DRPA Events | August 20 th , January 20 th , or when available |
| Updated Organization Chart, and Program Staff | August 20 th , January 20 th , or when available |
| Invoices | 20 th of each month |
| Monitoring Reports | As Requested |
| Printed Materials/Flyers (Training/Events) for approval prior to distribution | 7 days prior to distribution |
| Other DRPA related reports, documents | As requested |

**County of Orange Child Support Enforcement
Certification Requirements**

(blank form)

- 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 ten (10) percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

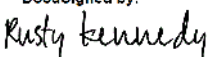
Residence Address: _____

(Additional sheets may be used if necessary)

Exhibit 1
Page 2 of 2

- 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.

"I certify that Orange County Human Relations Council 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 CONTRACT # 17-28-0001-DRPA with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

DocuSigned by:

E7C4D7735D9D4FE...

Rusty Kennedy

CEO

Authorized Signature

Print Name

Title

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name: Orange County Human Relations Council

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

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.

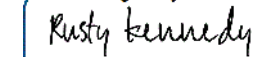
Rusty Kennedy

Official's Name

7/17/2017

Orange

DocuSigned by:

Executed in the County of

CEO

E7C4D7735D9D4FE...

Contractor or Grantee Recipient Signature and Title

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Rusty Kennedy

Name

CEO

Title

DocuSigned by:

Rusty Kennedy

E7C4D7735D9D4FE...

Authorized Signature

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

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

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

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

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

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

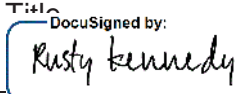
Orange County Human Relations Council

Grantee/Contractor Organization

Rusty Kennedy

Name

CEO


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Authorized Signature

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

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

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

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

Not Applicable

Attachment D
Exhibit 5
Page 2 of 3

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|---|--|---|
| 1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award | 3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____ |
| 4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known: _____ | 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 | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary) | 10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| 11. Amount of Payment (check all that apply): \$ Actual Planned | 13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____ | |
| 12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____ | | |
| 14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11: | | |
| 15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes | | |
| 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
| Signed by: <u>Rusty Kennedy</u> Signature: _____ E7C4D7735D9D4FE... Print Name: <u>Rusty Kennedy</u> Title: <u>CEO</u> Telephone No: <u>714-480-6585</u> Date: <u>7/17/2017</u> | | |

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____



Certification of Agreements

Date: August 22, 2017

To: Clerk of the Board of Supervisors

From: OC Community Resources/OC Community Services

Re: ASR Control #: 17-000742, Meeting Date 8/22/17 Agenda Item No. # _____

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Renee Ramirez
Name

Director, OCCS
Title

Signature

Date