



**REGIONAL COOPERATIVE AGREEMENT (RCA)**  
**CONTRACT NUMBER RCA-017-23010033**  
 BETWEEN  
**COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE**  
 AND  
**CHARITABLE VENTURES OF ORANGE COUNTY**  
 FOR  
**RE ENTRY SUCCESS SERVICES**

This Contract **RCA-017-23010033** for Re Entry Success Services (“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, (“County”) and Charitable Ventures of Orange County, acting through its fiscally sponsored project, Project Kinship (“Contractor”) with a County and Contractor sometimes referred to individually as (“Party”) or collectively as (“Parties”).

**ATTACHMENTS**

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

- Attachment A – Scope of Work  
 Attachment B – Pricing and Compensation  
 Attachment C – Key Personnel and Sub Contractors

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Re Entry Success Services under a usage Contract; and,

**WHEREAS**, County solicited Contract for Re Entry Success Services as set forth herein, and Contractor represented that it is qualified to provide Re Entry Success Services to the County as further set forth here; and,

**WHEREAS**, Contractor agrees to provide Re Entry Success Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees negotiated, and in accordance with Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows

**ARTICLES**

**GENERAL TERMS AND CONDITIONS:**

- A. **GOVERNING LAW AND VENUE:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **ENTIRE CONTRACT:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

**Attachment D**

- 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:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **DELIVERY:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **ACCEPTANCE/PAYMENT:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance.
- G. **WARRANTY:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in Article "Z" below, and as more fully described in Article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **ASSIGNMENT:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **NON-DISCRIMINATION:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a

violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. **TERMINATION:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **CONSENT TO BREACH NOT WAIVER:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **INDEPENDENT CONTRACTOR:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **PERFORMANCE WARRANTY:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **INSURANCE PROVISION:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

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

**Attachment D**

- A. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- B. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- C. 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 Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

**Qualified Insurer**

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

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

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per occurrence \$1,000,000 aggregate

**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**

**Attachment D**

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

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- B. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor 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.

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

Insurance certificates should be emailed to [CEOCPOInsurance@ocgov.com](mailto:CEOCPOInsurance@ocgov.com).

Insurance certificates should state:

County of Orange  
c/o: CEO/County Procurement Office  
Attn: Insurance  
400 West Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, CA 92701

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

**Attachment D**

- P. **CHANGES:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **CHANGE OF OWNERSHIP:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **CONFIDENTIALITY:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **FREIGHT (F.O.B. DESTINATION):** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

**Attachment D**

- V. **SEVERABILITY:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **EMPLOYEE ELIGIBILITY VERIFICATION:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **INDEMNIFICATION PROVISIONS:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **AUDITS/INSPECTIONS:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- BB. **CONTINGENCY OF FUNDS:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services

**Attachment D**

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.

- CC. **EXPENDITURE LIMIT:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**ADDITIONAL TERMS AND CONDITIONS:**

1. **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which the County will procure Re Entry Success Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **TERM OF CONTRACT:** The initial term of this Contract shall become effective upon signatures and shall continue for five (5) calendar years, unless otherwise terminated by County.
3. **AMERICANS WITH DISABILITIES ACT (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
4. **AUTHORIZATION WARRANTY:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
5. **BREACH OF CONTRACT:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Terminate the Contract immediately, pursuant to Section K herein;
  - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **CONFLICT OF INTEREST-CONTRACTOR'S PERSONNEL:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

**Attachment D**

8. **CONFLICT OF INTEREST– COUNTY PERSONNEL:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
10. **CONTRACTOR’S RECORDS:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing DPA.
11. **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
12. **DATA – TITLE TO:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
13. **DEBARMENT:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, in unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
14. **DEFAULT:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
15. **DELIVERY LOCATION – NO LOADING DOCK:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
16. **COUNTY OF ORANGE DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance with County of Orange Disable Veteran Business Enterprise Preference requirements at the time this Contract is executed.
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 Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
    - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the

**Attachment D**

parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

- ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

18. **DRUG-FREE WORKPLACE:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
  - d. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
    - i. The Contractor has made false certification, or
    - ii. The Contractor violates the certification by failing to carry out the requirements as noted above.
19. **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the

**Attachment D**

goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

20. **ERRORS AND OMISSIONS:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction
26. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

27. **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
28. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their

**Attachment D**

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 effect the purpose of the parties and this Contract.

29. **LOBBYING:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
30. **NEWS/INFORMATION RELEASE:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.
31. **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' project managers' 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.

Contractor: Charitable Ventures of Orange County  
Attn: Ted Kim, Chief Operating Officer  
1505 E. 17<sup>th</sup> Street, Suite 101  
Santa Ana, CA 92705  
[Ted.Kim@charitableventuresoc.org](mailto:Ted.Kim@charitableventuresoc.org)

Project Kinship  
Attn: Steven Kim Executive Director  
2215 N. Broadway Suite 2  
Santa Ana, CA 92706  
Phone: 714-941-8009 | Cell: 714-909-5225  
[steven@projectkinship.org](mailto:steven@projectkinship.org)

For County: County of Orange/County Procurement Office  
Attn: Helen Hernandez, Deputy Purchasing Agent  
400 West Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, CA 92701  
Phone: (714) 567-7596  
[Helen.Hernandez@ocgov.com](mailto:Helen.Hernandez@ocgov.com)

32. **ORDER DATES:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
33. **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the

**Attachment D**

sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

34. **PRECEDENCE:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

35. **PROJECT MANAGER, COUNTY:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

36. **PROJECT MANAGER AND KEY PERSONNEL, CONTRACTOR:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

37. **REGIONAL COOPERATIVE CONTRACT:** The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

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

**Attachment D**

38. **SUB-CONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to 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 Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

39. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

40. **TERMINATION ORDERLY:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such

compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

41. **USAGE:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

42. **USAGE REPORTS:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the Contract term, or any subsequent renewal term, if applicable.

43. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

**Attachment D**

Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

**44. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:****CLEAN AIR ACT**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**45. SUSPENSION AND DEBARMENT:**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions.

**46. BYRD ANTI-LOBBYING AMENDMENT:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.

47. **PROCUREMENT OF RECOVERED MATERIALS:**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site. <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

48. **ACCESS TO RECORDS:**

- a. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

49. **DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

50. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

51. **NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**Attachment D**

52. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
53. **COST REPORT:** Contractor shall submit separate Cost Reports for the term, or for a portion thereof, to County no later than sixty (60) calendar days following the period for which they are prepared or termination of this Contract. Contractor shall prepare the Cost Report in accordance with all applicable federal, state and County requirements, GAAP and the Special Provisions Paragraph of this Contract. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by Contractor, and available at any time to County upon reasonable notice.
- A. If Contractor fails to submit an accurate and complete an individual and/or consolidated Cost Report within the time period specified above, County shall have sole discretion to impose one or both of the following:
    1. Contractor may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete an individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the County. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due County by Contractor.
    2. County may withhold or delay any or all payments due Contractor pursuant to any or all Contracts between County and Contractor until such time that the accurate and complete an individual and/or consolidated Cost Report is delivered to County.
  - B. Contractor may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of County and shall not be unreasonably denied.
  - C. In the event that Contractor does not submit an accurate and complete an individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and Contractor has not entered into a subsequent or new Contract for any other services with County, then all amounts paid to Contractor by County during the term of the Contract shall be immediately reimbursed to County.
  - D. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for final settlement to Contractor for that period. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.
  - E. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed County's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. Contractor shall not claim expenditures to County which are not reimbursable pursuant to applicable federal, state and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by Contractor to County in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.
  - F. If the Cost Report indicates the actual and reimbursable costs of services provided

**Attachment D**

pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by Contractor within thirty (30) calendar days after submission of the Cost Report, County may, in addition to any other remedies, reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

- G. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to Contractor, County shall pay Contractor the difference, provided such payment does not exceed the Maximum Obligation of County.
- H. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by \_\_\_\_\_ for the cost report period beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

54. **FACILITIES, PAYMENTS AND SERVICES**

- A. Contractor agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. County shall compensate, and authorize, when applicable, said services. Contractor shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.
- B. In the event that Contractor is unable to provide the services, staffing, facilities, or supplies as required, County may, at its sole discretion, reduce the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which Contractor was determined to be unable to provide services, staffing, facilities or supplies.

55. **NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

- A. Contractor shall notify County of any public event or meeting funded in whole or in part by the County, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.
- B. Contractor shall notify County at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by County prior to distribution.

56. **SPECIAL PROVISIONS**

**Attachment D**

- A. Contractor shall not use the funds provided by means of this Contract for the following purposes:
1. Making cash payments to intended recipients of services through this Contract.
  2. Lobbying any governmental agency or official. Contractor shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
  3. Fundraising.
  4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for Contractor's staff, volunteers, or members of the Board of Directors or governing body.
  5. Reimbursement of Contractor's members of the Board of Directors or governing body for expenses or services.
  6. Making personal loans to Contractor's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to Contractor's staff.
  7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
  8. Severance pay for separating employees.
  9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
  10. Supplanting current funding for existing services.
- B. Unless otherwise specified in advance and in writing by County, Contractor shall not use the funds provided by means of this Contract for the following purposes:
1. Funding travel or training (excluding mileage or parking).
  2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
  3. Payment for grant writing, consultants, certified public accounting, or legal services.
  4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.
  5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
  6. Providing inpatient hospital services or purchasing major medical equipment.
  7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
  8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for Contractor's clients.

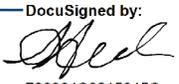
**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

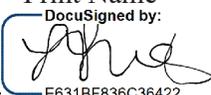
**\*CHARITABLE VENTURES OF ORANGE COUNTY**, a non-profit organization

Ted Kim	Chief Financial Officer
<hr/>	
Print Name	Title
DocuSigned by:  C7CBFFF9BF47455...	1/9/2023
Signature	Date

**\*PROJECT KINSHIP**, a non-profit organization

Steven Kim	Executive Director
<hr/>	
Print Name	Title
DocuSigned by:  726964C0215845C...	1/9/2023
Signature	Date

**COUNTY OF ORANGE**, a political subdivision of the State of California

Helen Hernandez	Deputy Purchasing Agent
<hr/>	
Print Name	Title
DocuSigned by:  E631BF836C36422...	1/10/2023
Signature	Date

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the \_\_\_\_\_ signator \_\_\_\_\_ to \_\_\_\_\_ bind \_\_\_\_\_ the \_\_\_\_\_ corporation.*

**ATTACHMENT A**  
**SCOPE OF WORK**

- I. GENERAL INFORMATION:** The County of Orange is comprised of 22 Agencies and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor shall provide Re Entry Success Services to various County Departments located throughout the County of Orange on an as needed basis and usage is not guaranteed.

- II. TARGET POPULATION:** Re-Entry Success Center (RSC) services shall be provided to those who have mild to moderate mental health and/or substance use issues and are involved in the criminal justice system. Referrals will primarily come from the Orange County Intake and Release Center (IRC) or main jail, however; a small portion of referrals may come from the Public Defender, Probation, and other local stakeholders. Additional referral sources may be identified, and shall be authorized and approved, in advance, by County.

**III. SERVICES TO BE PROVIDED**

- A. The philosophy of the RSC shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of Orange County's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be served. Contractor shall staff their programs appropriately to be able to meet threshold languages for Orange County, and the population to be served. This inclusion of Orange County's multiple cultures will assist in maximizing access to services offered by the Contractor.
- B. All services related to the Success of the Target population, not limited to those specified in this Contract.
- C. Contractor shall ensure the following:
1. Demonstrate an in depth understanding of re-entry services, and the unique needs of individuals in the criminal justice system that have a mental health and/or substance use issue(s).
  2. Ensure a strong connection to the community and provide a safe and welcoming environment, with an engaging and trauma competent program.
  3. Collaborate with System Navigators located in the IRC, Correctional Mental Health, probation, and County Sheriff's Department as well as public, community based and faith-based organizations in order to successfully provide a broad range of as needed Re Entry services below, but not limited to:
    - a. Outreach and Engagement
    - b. Community Engagement & Integration
    - c. Screening and Assessment
    - d. Re-entry planning
    - e. Linkage and follow up to community resources immediately upon release from custody
    - f. Provide mild to moderate peer driven substance use and mental health counseling and recovery services
    - g. Peer support and mentoring
    - h. Linkage to more intensive substance use and mental health services
    - i. Educational programs/activities and linkage to community educational programs
    - j. Employment programs/activities and linkage to community employment programs

- k. Coordination and linkage to civil legal services
  - l. Case management
  - m. Housing assistance and navigation
  - n. Transportation
  - o. Mental Health and Behavioral Health Services
  - p. Support Groups
  - q. Specialty Classes, such as parenting, anger management, financial literacy, and life and skills
  - r. Restorative Practice Programming
  - s. Data Collection
  - t. Transportation Services
  - u. Tattoo Removal
  - v. Diversion
  - w. In Custody In-Reach, prevention, intervention, and rehabilitations programming services
  - x. Crisis Intervention
  - y. Community Drop In Center
  - z. Court Navigation Support
  - aa. Family Support
4. Utilize In-reach Peer Navigators who will work in close collaboration with System Navigators located in the IRC, Correctional Mental Health, Probation, and County Sheriff's Department to coordinate linkage to immediate and ongoing behavioral health services upon release from custody.
    - a. System Navigators are a combination of a Licensed Clinician, Mental Health Worker, and Peer Navigators who work within the IRC.
  5. Collaborate with Correctional Mental Health to obtain a list of potential RSC clients with whom In-reach Peer Navigators make a priority to visit and screen for potential needs and service linkages.
    - a. In-reach Peer Navigator(s) will schedule initial visits with clients identified for release and then strategize preparing Medi-Cal linkage support, linkage to employment and education support, and obtain details for the immediate clothing items needed, including undergarments and/or other basic needs when a tentative release day and time has been identified to support individuals with a warm transition back into the community.
    - b. After the initial visit, if an individual has higher needs or concerns, the In-reach Peer Navigator shall coordinate with the case management and clinical team to consult and plan further visits with other RSC staff for in-reach assessment and or services/support planning as needed/appropriate.
  6. When an expected discharge date and time is known, collaborate with the jail staff to support individuals in receiving transportation to crucial appointments at County's Open Access for mental health support.
  7. Provide immediate re-entry planning and linkage to community and County resources upon release.
    - a. The System Navigators shall engage with individuals who are being released from the IRC regarding their re-entry plans, develop rapport, and help those individuals link to services immediately upon release with a warm hand off to services.
  8. Provide a range of re-entry services including in-reach to targeted individuals who have been identified as having a mental health and/or co-occurring substance use disorder.
    - a. Services shall include in-reach, engagement, re-entry planning, assessment, peer support, transportation, and referral and linkage.

**Attachment D**

9. Employ evidence-based models in the delivery of services including, but not limited to:
  - a. Motivational Interviewing; Cognitive Behavioral Therapy; and a recovery oriented, Trauma-informed approach that values restorative justice principles, to remove barriers for individuals to access the support needed to fully integrate into the community.
10. Proposer shall also research, evaluate, and implement the most current best practices and evidence-based models as they relate to this level of recovery and independence, including continued progress towards achieving positive outcomes.
11. Proposer shall maintain the ability to provide a safe, welcoming, and engaging environment for individuals being released from custody, as well as to conduct a brief trauma competent screening to each individual and assessment of their re-entry needs.
  - a. Assessment shall be completed during the first thirty (30) days of enrollment to clarify diagnosis, determine the appropriate level of services required, provide appropriate linkages to higher levels of care or needed supports, and to assist in supporting the goals created for the participants depending on the specific areas being impacted for each participant.
12. Proposer shall utilize a trauma-informed and client-centered approach to determine the level of Client need, Client commitment, and appropriateness of proposer's services to meet those identified levels.
  - a. Client needs will be assessed and are anticipated to range between a one-time resource-based service, to engagement and participation in the program which may last up to eighteen (18) months, to ongoing direct services/support and linkage to meet comprehensive re-entry needs.
13. Ensure each client is assigned a Peer Navigator upon enrollment in the RSC, who actively participates with the clinical team to work with the client to achieve established goals, and to share, as appropriate, their own experiences with the criminal justice system and how they have utilized resources to overcome obstacles to move forward in their own recovery.
14. Maintain the ability to support the implementation of an existing re-entry plan, and/or develop a comprehensive, Client driven, individualized re-entry plan with each Client.
15. Maintain the ability to develop and train a team of staff members that utilizes peers and professionals who are knowledgeable about the re-entry needs of individuals and available resources for this unique population. The team will need to be able to provide trauma competent short-term substance use and mental health counseling and case management for mild to moderate individuals.
16. Maintain the ability to offer a continuum of housing options which includes leveraging existing housing resources as well as creating new and innovative community-based housing resources for this population.
  - a. These options can include, but are not limited to, immediate shelter, sober living placement, social model detox, and permanent supported housing.
17. Maintain the ability to provide, or cause to be provided, life and job skills training by networking with various community partners.
18. Maintain the ability to collaborate with public, community-based, and faith based organizations to successfully provide a broad range of needed services, as well as the ability to facilitate individual and group meetings at the RSC such as legal counseling, job training, sobriety support, and housing placement.
19. Maintain the ability to provide a continuum of transportation options ranging from bus passes and taxi vouchers to a vehicle for transporting.

**Attachment D**

20. Arrange to accompany Clients to their housing placements to ensure access is smooth and the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff from staff to the housing provider.
21. Possess the ability to provide or arrange for transportation of Clients to planned community activities or events and maintain the ability to provide or arrange transportation for Clients for emergency services.
  - a. Clients shall be encouraged to utilize public transportation, carpools, or their own means of transportation whenever possible or as they become increasingly integrated into the community and aware of resources.
22. Maintain the ability to routinely provide support services and referrals for family members of individuals involved in the criminal justice system.
23. Collaborate with community support groups to include hosting groups of interest to Clients such as Alcoholics Anonymous and Narcotics Anonymous. These self-help groups will meet to provide Clients with an avenue for full recovery.
24. Offer ongoing 12step groups geared towards Clients maintaining their sobriety and living a healthy life.
25. Develop ongoing relationships with community partners to expand resources and services available to Clients which include, but are not limited to:
  - a. System Navigators located at the Orange County Intake and Release Center (at a minimum), or any other County locations.
  - b. Orange County Correctional Mental Health.
  - c. Orange County Sheriff's Department.
  - d. Substance use and mental health counseling and recovery services.
  - e. Public, community-based, and faith-based organizations.
  - f. Community-based housing providers and housing assistance services.
  - g. Community education programs.
  - h. Community employment programs.
  - i. Civil legal services.
  - j. Transportation services.
  - k. Other resources and partners that offer relevant services to Clients participating in reentry services.
  - l. Participate in meetings, committees, and other activities as needed.

**IV. PERFORMANCE OBJECTIVES**

- A. Contractor shall be required to achieve Performance Objectives, and track and report Performance Objective statistics in monthly programmatic reports, as identified below.
  1. Reduce recidivism in the criminal justice system by providing immediate access to treatment and supportive services upon release from custody of the target population.
  2. Providing services to an increasing percentage of the target population upon release from custody. A baseline will be established in the first year of implementation. Targeted services will be counseling, referral and linkage to housing, and transportation
  3. Contractor shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program's target goals as required.

**V. PERFORMANCE OUTCOMES**

Contractor shall be required to achieve, track, and report Performance Outcome statistics in programmatic reports, as specified and mutually agreed upon with the Contracting Department.

**VI. STAFFING REQUIREMENTS**

Contractor shall:

- A. Recruit, hire, train and maintain staff who possess qualifications including work, education and lived experience requirements that meet the level of expertise needed to perform required duties.

**Attachment D**

- B. Hire peer level staff who have lived experience with the criminal justice system, mental health and/or substance abuse issues.
- C. Ensure staff is trained, or be willing and able to obtain training, on serious and persistent mental illness, substance use disorders, and psychotropic medications and their effects.
- D. Ensure staff has an initial Department of Justice live scan prior to hire and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts.
  - 1. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.
- E. Ensure staff is trained in crisis intervention and de-escalation approaches and techniques.
- F. May augment the above paid staff with volunteers or interns upon written approval of County.
- G. Services are provided in a manner that is culturally and linguistically appropriate for the target population(s), including bilingual/bicultural services that support the threshold languages for Orange County.
- H. Staffing can be mutually agreed upon with contracting department.

**VII. FACILITY REQUIREMENTS**

- A. Contractor shall maintain a facility that meets the following minimum requirements:
  - 1. Have a facility in Orange County, preferably in close proximity to the Intake and Release Center in Santa Ana.
  - 2. Maintain one (1) facility for the provision of Recovery Success Center services described herein that includes adequate space to support the services identified within the Contract.
  - 3. The facility shall be open from 8:00 a.m. – 5:00 p.m. Monday through Friday
  - 4. Contractor shall modify the hours of operation to include regularly scheduled evening hours in order to meet Client needs, as well as the needs of the Clients’ family members or support persons.
  - 5. It is expected that the facility will have limited-service capability after hours.
  - 6. Additional hours of operations can be mutually agreed upon with contracting department.

**II. SECURITY REQUIREMENTS:**

May vary and will be agreed upon per negotiated contract with contracting Department.

## ATTACHMENT B

## PRICING AND COMPENSATION

- I. COMPENSATION:** This is a usage Contract between County and Contractor to provide Re Entry Success Services as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment 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 Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

- II. PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Each contracting Department will negotiate a contract, scope and pricing based on department needs.

- III. PRICE INCREASE/DECREASES:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor 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. Contractor 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.

- V. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract

- VI. PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor 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 the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or 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 goods or services.

- VII. PAYMENT – INVOICING INSTRUCTIONS:** Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from A. above
- C. Contractor's Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Contractor shall issue and send invoices according to each Department Subordinate Contract instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- VIII. ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request an EFT form, please contact the DPA.

## ATTACHMENT C

## KEY PERSONNEL/STAFFING PLAN

## I. KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification/ Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Steve Kim	Exec. Director	23yrs	9yrs	LCSW
Aaron Reyes	Director of Programs	18yrs	4yrs	MBA
Madeline Rodriguez	Director of Programs	13yrs	2yrs	LMFT
Raymond Sanchez	Director of Peer Navigation	8yrs	5yrs	BA (2023)
Sam Kim	Manager	13yrs	1yr	BA

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

## II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
New City IT 8 Corporate Park Irvine, CA 92606	Mark Mc Connell 949-326-5450	IT HIPPA Compliance Secure Cloud Storage
Jade Janitors 2166 W. Broadway, Ste 733 Anaheim, CA 92805	Quanh Huynh 714-497-9060	Janitorial Services
Case Manager Solutions, Inc Commerce City, Colorado	Shannon Morales 661-747-5043	Data Entry System Platform
Blueprint Chicago	Danny Freed 248-762-6350	Electronic Treatment Measurement Assessment and Clinical Tools Platform
Charitable Ventures of Orange County 1505 E. 17 <sup>th</sup> Street, Santa Ana, CA 92705	Anne Olin 714-597-6630	Consultant

**Attachment D**

Project Kinship 2215 North Broadway, Suite 2, CA 92706	Aaron Reyes, MBA 714-941-8009	Operations
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Director of HR (TBD) 714-941-8009	Human Resources
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Director of Finance (TBD) 714-941-8009	Finance
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Madeline Rodriguez, LMFT 714-975-9875	Clinical Services
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Raymond Sanchez 714-909-5195	Peer Navigation
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Jessica Vazquez, LCSW 714-724-3062	Case management
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Eliza Easdale, MSW 714-941-8009	Data
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Employment and Education Specialist (TBD) 714-941-8009	Employment & Education Services
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Patricia Hernandez 714-729-3955	Housing
Project Kinship 2215 North Broadway, Suite 2, CA 92706	Jessica Vazquez, LCSW 714-724-3062	Substance Use Programming