



**DISPUTE RESOLUTION PROGRAM AGREEMENT  
COUNTY OF ORANGE**

FUNDING SOURCE: 100% Civic Filing Fees      AGREEMENT # \_\_\_\_\_

THIS AGREEMENT, between the County of Orange, hereinafter referred to as "COUNTY" and \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as "CONTRACTOR," consists of fifty-three (53) sections  
and the following ten (10) exhibits: **A.** General Program Requirements, **B.** Statement of Work, **C.**  
Performance Standards, **D.** Budget Schedule, **E.** Drug Free Workplace Certification, **F.** Suspension and  
Debarment Certification **G.** Certification Regarding Lobbying, **H.** Disclosure Form to Report Lobbying, **I.**  
EDD Reporting Requirements, and **J.** Child Support Enforcement Requirements

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**SIGNATURES**

**EXHIBITS**

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

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

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

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

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

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

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

16           **PURPOSE**

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

23           **TERM**

24           2. The term of this Agreement shall commence on July 1, 2009 and terminate on June 30, 2010  
25 subject to the provisions of Sections 11, 40 and 42 of this Agreement; however, CONTRACTOR shall be  
obligated to perform such duties as would normally extend beyond this term, including but not limited to  
obligations with respect to indemnification, audits, reporting and accounting.

1                   **GENERAL PROGRAM REQUIREMENTS**

2                   3. Contractor acknowledges and shall adhere to the General Program Requirements found in  
3 Exhibit "A," incorporated herein by reference. General Program Requirements define the minimum  
4 requirements CONTRACTOR shall follow for the provision of Dispute Resolution Program Services under  
5 this Agreement.

6                   **STATEMENT OF WORK**

7                   4. This Agreement is based upon the Statement of Work, attached hereto and incorporated herein  
8 as Exhibit B. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all  
9 services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely  
10 and diligent manner. The parties hereto agree that the Statement of Work will be controlling.

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

14                   **SERVICES**

15                   5. CONTRACTOR agrees that those specific program components to be performed by  
16 CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring,  
17 include, but are not limited to, those set forth in Exhibits "A", "B" and "C", which are attached hereto and  
18 incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees  
19 performance of all of the specific program components and service levels listed in Exhibits "A", "B" and  
20 "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B" or "C" may, in addition to  
21 those remedies set forth in Section 39 of this Agreement, constitute grounds for COUNTY to reduce the  
22 level of payment otherwise provided under Section 9 (c) of this Agreement or to reduce the payment level  
23 and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement.

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

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

1                   **BUDGET SCHEDULE**

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

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

9                   **MODIFICATION OF BUDGET SCHEDULE**

10                  8. The BUDGET SCHEDULE consists of the following budget categories: 1) Operations Activities  
11 including Salary and Benefits, Facility Lease, Staff Training, Printing Publications, Utilities,  
12 Meetings/Conferences, Telephone, Equipment (under \$5,000), Equipment Lease, Insurance, Professional  
13 Memberships, Subscriptions, Postage, Office Supplies, Consultant/Subcontract, Travel/ Mileage, Other  
14 Operating Expenses; 2) Administration including Salary and Benefits, Indirect Cost, and Other  
15 Administrative Expenses under Grant Fund Cost and Non-Grant Fund Cost categories. Upon written  
16 approval of DIRECTOR or Designee, CONTRACTOR shall have the authority to transfer allocated  
17 program funds from one category of the overall program budget to any other category of the overall  
18 program budget, as long as the amount of the total grant is not increased and the basic goals and  
19 objectives of the program are not altered. No such transfer may be made without the express prior written  
20 approval of DIRECTOR or Designee. A modification of the BUDGET SCHEDULE may include the  
21 addition of any new budget category. Approval of the Budget Modification by DIRECTOR or Designee  
22 includes approval of the new Budget Category.

23                   **PAYMENTS BY COUNTY**

24                  9. CONTRACTOR agrees that any and all funds received under this Agreement shall be  
25 disbursed or encumbered on or before June 30, 2010, and that any and all funds remaining as of June  
30, 2010, which have not been disbursed or encumbered shall be returned by CONTRACTOR to  
COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance  
with paragraph 40. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June

1 30, 2010. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2010.

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

4 (a) Monthly Payments. Beginning August 1, 2009, upon receipt and approval by OC Community  
5 Resources-OC Community Services/Community Investment Division of CONTRACTOR'S invoice showing  
6 the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on  
7 CONTRACTOR'S invoice so long as the total payments under this Agreement do not exceed \$\_\_\_\_\_.

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

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

17 **PROGRAM INCOME**

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

21 **CONTINGENCY OF FUNDS**

22 11. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are  
23 contingent upon the availability of Federal, State and or other funds, as applicable, for the reimbursement  
24 of CONTRACTOR'S expenditures, and inclusion of sufficient funds for the services hereunder in the  
25 budget approved by Board of Supervisors each fiscal year this Agreement remains in effect or operation.  
CONTRACTOR further understands that appropriation and funds to be disbursed in accordance with this  
Agreement are based upon projection and estimate. CONTRACTOR agrees that this Agreement and all  
funds to be disbursed in accordance therewith are subject to actual receipt of such funds by COUNTY. In

1 the event that Board of Supervisors does not appropriate sufficient funds for this Agreement in any  
2 COUNTY Fiscal Year covered by it, or that COUNTY does not receive the amount which its Board of  
3 Supervisors appropriate for the Dispute Resolution Program, or that projections and estimates of amounts  
4 which will be received are erroneous, CONTRACTOR shall be required, at the option of DIRECTOR or  
5 Designee, to renegotiate funding and service levels, or, in the alternative, the payments called for in  
6 Section 18 may be reduced or adjusted accordingly. If such approval, funding or appropriations are not  
7 forthcoming, or are otherwise limited, DIRECTOR or Designee shall notify CONTRACTOR in writing.  
8 Immediately upon receipt of such notice CONTRACTOR shall modify or cease operations as directed by  
9 DIRECTOR or Designee. If DIRECTOR or Designee determines that modification of CONTRACTOR'S  
10 operations hereunder is preferable to cessation of such operations, within twenty days of said written  
11 notice, DIRECTOR or Designee and CONTRACTOR shall negotiate necessary modifications to this  
12 Agreement and/or reimbursement of costs incurred hereunder. CONTRACTOR understands and agrees  
13 that in no event will any of COUNTY'S obligations under this Agreement be funded with COUNTY General  
14 Fund monies and that said obligations may only be funded from, and that COUNTY may only resort to, its  
15 Dispute Resolution Fund.

16 In the event that such funding is terminated or reduced, DIRECTOR or Designee may immediately  
17 terminate this Agreement, reduce maximum obligation, or modify this Agreement, without penalty. The  
18 decision of DIRECTOR or Designee shall be binding on CONTRACTOR. DIRECTOR or Designee shall  
19 provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately  
20 comply with DIRECTOR'S or Designee's decision.

### 21 **INSTRUCTORS**

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

//

1                   **PERFORMANCE STANDARDS**

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

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

10                  CONTRACTOR agrees that it is responsible for and guarantees performance of the entire specific  
11 program activities listed in Exhibit "C". CONTRACTOR further agrees that lack of compliance with Exhibit  
12 "C" may, in addition to those remedies set forth in Section 40, be grounds for COUNTY to re-adjust the  
13 level of payment otherwise provided under Section 9 of the Agreement.

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

19                  CONTRACTOR shall prepare and provide to all persons indicating an intent to utilize any program  
20 funded by this Agreement a written statement in accordance with Business and Professions Code Section  
21 467.3. CONTRACTOR shall submit to DIRECTOR or Designee a copy of said statement within 60 days  
22 after this Agreement is executed. CONTRACTOR shall make changes in such statement as directed by  
23 DIRECTOR or Designee.

24                   **COMPLIANCE WITH LAW**

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

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

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

8 (c) CONTRACTOR shall comply with such mandatory standards and policies relating to energy  
9 efficiency as particularized in the State Energy Conservation Plan. (California Code of Regulations, Title  
10 20, Division 2, Chapter 4 et seq.), as required by the U.S. Energy Policy and Conservation Act (42 U.S.C.  
11 8201 et seq.) as each may now exist or be hereafter amended.

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

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

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

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

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

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

### 20 **SATISFACTORY WORK**

21 15. Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR or  
22 Designee. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of  
23 the services rendered in accordance with the Performance Standards listed in Exhibit "C". Inconsistencies  
24 in performance will be corrected as they occur and are detected.

### 25 **REPORTS**

16. CONTRACTOR shall maintain records and submit such reports, data and information at such  
times as DIRECTOR or Designee may require, and in the form DIRECTOR or Designee may require,  
regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this

1 Agreement as may be requested by DIRECTOR or Designee, upon a form approved by DIRECTOR or  
2 Designee. DIRECTOR or Designee may modify the provisions of this paragraph without further Board  
3 action upon written notice to CONTRACTOR.

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

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

12 **NO SUPPLANTATION**

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

20 **INDEPENDENT CONTRACTOR**

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

1                   **ASSIGNMENT**

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

8                   **SUBCONTRACTS**

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

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

20                   **FISCAL ACCOUNTABILITY**

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

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

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

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

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

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

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

6 (1) Permit preparation of required reports;

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

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

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

13 **ANNUAL AUDIT**

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

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

22 (b) State Audit: Pursuant to and in accordance with Government Code Section 8546.7, in the  
23 event this Agreement provides for expenditures of public funds in excess of ten thousand dollars  
24 (\$10,000), the parties shall be subject to an examination and audit by the State Auditor for a period of  
25 three (3) years after final payment under this Agreement.

**ACCESS AND RECORDS**

1  
2 23. (a) Access. COUNTY, the State of California and the United States Government and/or their  
3 representatives, shall each have access, for purposes of monitoring, auditing, and examining, to  
4 CONTRACTOR'S activities, books, documents and papers (including computer records and emails) and  
5 to records of CONTRACTOR'S subcontractors, consultants, contracted employees, bookkeepers,  
6 accountants, employees and participants related to this Agreement. Such agencies or representatives  
7 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site  
8 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning  
9 employees and participants and entering any premises or onto any site in which any of the services or  
10 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.  
11 CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)  
12 days after receipt of written demand by DIRECTOR or Designee which shall be deemed received upon  
13 date of sending. In the event CONTRACTOR does not make the above-referenced documents available  
14 within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable  
15 expenses incurred by COUNTY, or Designee, in conducting any audit at the location where said records  
16 and books of account are maintained.

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

(c) CONTRACTOR shall pay to COUNTY the full amount of liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent

1 that such liability is attributable to CONTRACTOR'S failure to perform under this Agreement.

2 **FRAUD**

3 24. CONTRACTOR shall immediately report all suspected or known instances and facts  
4 concerning possible fraud, abuse or criminal activity under this Agreement.

5 **MODIFICATIONS/CHANGE ORDERS**

6 25. (a) DIRECTOR may at any time, by written order to CONTRACTOR, make changes within  
7 the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in  
8 which services are performed, the time and place of performance thereof and additional related provisions.  
9 Such change orders may be made when necessitated by changes in COUNTY'S policies, operations or  
10 performance, the operations or performance of CONTRACTOR, or changes in applicable statutes,  
11 regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a  
12 program or budget modification request in response to change orders which significantly alter  
13 CONTRACTOR'S Statement of Work. Without further Board action, DIRECTOR may execute  
14 amendments to this Agreement modifying CONTRACTOR'S services in amounts that do not collectively  
15 increase or decrease by more than 10% the price of said services under this Agreement when originally  
16 executed. Modifications in excess of 10% of the original Agreement price, and modifications that  
17 materially alter either of the parties' obligations hereunder must be approved by the COUNTY'S Board of  
18 Supervisors.

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

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to DIRECTOR describing the request and its impact on

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

- 5 (i) The request does not increase or decrease the total amount of the funds allocated for  
6 the individual programs affected by 10% from the amount specified in Exhibit "D" of this  
7 Agreement, when it was originally executed;
- 8 (ii) It does not materially change other terms of this Agreement, and
- 9 (iii) It is supported by adequate consideration to COUNTY.

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

### 12 **LABOR STANDARDS**

13 26. CONTRACTOR shall adhere to Labor Standards according to applicable codes and  
14 regulations.

### 15 **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

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

25 (b) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act  
(California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder  
(California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair  
Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

1 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this  
2 Agreement by reference and made a part hereof as if set forth in full.

3 (c) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not  
4 deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color,  
5 ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical  
6 condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will  
7 they unlawfully discriminate, harass or allow harassment against any employee or applicant for  
8 employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age,  
9 mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status,  
10 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation  
11 and treatment of employees and applicants for employment are free from such discrimination and  
12 harassment.

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

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

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

21 **CONFIDENTIALITY**

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

1 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer  
2 staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with  
3 CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of  
4 any and all materials and information with which they may come into contact, or the identities or any  
5 identifying characteristics or information with respect to any and all participants referred to CONTRACTOR  
6 by COUNTY, except as may be required to provide services under this Agreement or to those specified in  
7 this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such  
8 audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the  
9 administration of this Agreement, and as otherwise permitted by law.

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

### 12 **EQUIPMENT**

13 29 All items purchased with funds provided under this Agreement or which are furnished to  
14 CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000),  
15 including all taxes, shipping, handling and installation costs shall be considered Capital Equipment. Title to  
16 all items of Capital Equipment purchased vests and will remain in COUNTY as such shall be designated  
17 by DIRECTOR or Designee. The use of such items of Capital Equipment is limited to the performance of  
18 this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any  
19 items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the  
20 directions of DIRECTOR or Designee.

21 CONTRACTOR further agrees to the following:

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

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

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

4 (d) To purchase a policy or policies of insurance covering loss or damage to any and all Capital  
5 Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing  
6 protection against the classification of fire, extended coverage, vandalism, malicious mischief and special  
7 extended perils (all risks) covering the parties' interests as they appear.

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

### 14 **INDEMNIFICATION**

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

### 25 **INSURANCE**

31.(a) Without limiting CONTRACTOR'S liability for indemnification, prior to the provision of  
services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at  
CONTRACTOR'S expense and to deposit with DIRECTOR or Designee Certificates of Insurance,

1 including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of  
2 this Agreement have been complied with and to keep such insurance coverage and the certificates  
3 therefore on deposit with COUNTY during the entire term of this Agreement. In addition, all  
4 subcontractors performing work on behalf of CONTRATOR pursuant to this Agreement shall obtain  
5 insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence

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

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

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

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

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.**

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

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

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

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

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

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

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

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

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

25 //

1                   **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

2                   32. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,  
3 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,  
4 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The  
5 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such  
6 materials. Further, the COUNTY, Federal, and State governments shall have access to any report,  
7 preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain  
8 ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR  
9 97.34 and 97.36(i)(8&9).

10                   **CORPORATE STATUS**

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

15                   **STANDARDS OF CONDUCT**

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

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

25                   (c) Conducting Business Involving Close Personal Friends and Associates. Executives,  
employees, volunteers and agents of CONTRACTOR will be particularly aware of the varying degrees of  
influence that can be exerted by personal friends and associates and, in administering this Agreement, will

1 exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being  
2 granted to friends and associates.

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

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

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

### 21 **DRUG FREE WORKPLACE**

22 35. CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached  
23 hereto as Exhibit "E" and incorporated herein by this reference.

### 24 **DEBARMENT**

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

1                   **SECTARIAN ACTIVITIES**

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

6                   **LITERATURE**

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

13                   **LOBBYING**

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

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

23                   **BREACH - SANCTIONS**

24                   40. If, through any cause, CONTRACTOR violates any of the terms and conditions of this  
25 Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if  
CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall  
promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result  
thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1)

1 immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or  
2 remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as  
3 determined by DIRECTOR or Designee to be due COUNTY from CONTRACTOR, by offsetting or debiting  
4 from current  
5 claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a  
6 repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section  
7 40 herein. DIRECTOR or Designee shall give CONTRACTOR written notice of any action pursuant to this  
paragraph, which notice shall be deemed served on the date of mailing.

### 8 **DISPUTES**

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

### 15 **TERMINATION**

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

21 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with DIRECTOR  
22 or Designee in the orderly transfer of service responsibilities, active case records, and pertinent  
23 documents. In the event the liquidated damages as set forth herein are not paid by the CONTRACTOR,  
24 the COUNTY will deduct the amount of liquidated damages from any monies due CONTRACTOR under  
25 this Agreement.

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

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

7 **TOTAL AGREEMENT**

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

12 **SPECIAL CONDITIONS**

13 44. CONTRACTOR agrees to meet with the Dispute Resolution Program administrators  
14 quarterly to discuss and resolve common issues and concerns at no additional cost to COUNTY.  
15 DIRECTOR or Designee shall facilitate and coordinate such meetings.

16 **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

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

19 **CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

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

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

1                   **NOTICES**

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

4                   **COUNTY:**                   OC Community Resources  
5                                   OC Community Services/Community Investment Division  
6                                   1300 South Grand Avenue  
7                                   Building "B"  
8                                   Santa Ana, California 92705

9                   and

10                   **CONTRACTOR:**           \_\_\_\_\_

11                                   \_\_\_\_\_

12                                   \_\_\_\_\_

13                   **GOVERNING LAW AND VENUE**

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

21                   **WAIVER**

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

**PUBLICITY**

50. Information and solicitations, prepared and released by CONTRACTOR, concerning the

1 services provided under this Agreement, shall state that the program, wholly or in part, is funded through  
2 COUNTY, State and Federal government funds. The CONTRACTOR agrees that it will not issue any  
3 news releases in connection with either the award of this Agreement or any subsequent amendment of or  
4 effort under this Agreement without first obtaining review and written approval of said news releases from  
5 DIRECTOR or Designee.

6 **CALENDAR DAYS**

7 51. Any reference to the word “day” or “days” herein shall mean calendar day or calendar days,  
8 respectively, unless otherwise expressly provided.

9 **PRECEDENCE**

10 52. The documents herein consist of this Agreement and its attachments and exhibits. In the  
11 event of a conflict between or among the Agreement documents, the order of precedence shall be the  
12 provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of  
13 this Agreement, and then the Attachments and Exhibits.

14 **WAIVER OF JURY TRIAL**

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

22 ///

23 ///

24 ///

25 ///

///

///

///

**IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Steve Franks, Director  
OC Community Resources

"CONTRACTOR"\*

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM:

-

County of Orange

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Deputy

## Dispute Resolution Programs Act FY 2009-2010

### General Program Requirements

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

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

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

**Dispute Resolution Programs Act  
 FY 2009 - 2010  
 Statement of Work**

**Contractor:** \_\_\_\_\_

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

**3. Referral Sources**

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

Referral Source	Type(s) of Referrals <small>(To be filled in by Contractor)</small>	Services to be Provided
<ul style="list-style-type: none"> <li>• Justice Centers</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain regular contacts</li> <li>• Develop ___ referrals</li> <li>• Perform intake</li> <li>• Resolve ___ cases through mediation</li> <li>•</li> <li>•</li> </ul>
<ul style="list-style-type: none"> <li>• Legal Aid Society of Orange County</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain regular contacts</li> <li>• Develop ___ referrals</li> <li>• Perform intake</li> <li>• Resolve ___ cases through mediation</li> <li>•</li> <li>•</li> </ul>
<ul style="list-style-type: none"> <li>• Orange County Juvenile Probation Dept.</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain regular contacts</li> <li>• Develop ___ referrals</li> <li>• Perform intake</li> <li>• Resolve ___ cases through mediation</li> <li>•</li> <li>•</li> </ul>
<ul style="list-style-type: none"> <li>• Other:</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

**3. Volunteer Coordination**

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

**4. Collaborative Participation**

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

**5. Education and Outreach Services in Orange County**

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

**6. Reports**

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

## Dispute Resolution Program Performance Standards - Definitions

- A. Intake/Problem Assessment** – Intake/Problem Assessment is the evaluation of information for the purpose of determining the appropriateness, feasibility and need for dispute resolution services which are authorized and funded by the DRPA. Non-dispute related calls will not be recorded in any category. This is the sum of Cases Opened (B) and Information and Referral (G).
- B. Cases Opened** - A case is opened when a party voluntarily agrees to submit a conflict to a dispute resolution service and gives the grantee permission to contact the other party/parties for the purpose of resolving the conflict through dispute resolution services. Cases are opened when it is determined to be appropriate for mediation/conciliation/arbitration and one of the disputants, usually the initiator, agrees to proceed. The initiator agrees to become involved in solving a problem, and gives permission or agrees to contact the 2<sup>nd</sup> party. This is the point where the determination that there is a case to work on is made. If a case is opened, it must ultimately be closed.
- C. Proceedings Initiated** – A proceeding is initiated when some or all of the disputants or parties from different sides of the dispute, actively participate by statement or practice and agree to participate in a dispute resolution process with the assistance of the grantee by mediation/conciliation/arbitration.
- D. Cases Closed** - Of the cases opened, the reported number of cases closed includes cases resolved through mediation/conciliation/arbitration (a), cases partially resolved (b), cases unresolved (c), and cases not initiated (d).
- a. Resolved** - A dispute is considered to be resolved if parties reach agreement on all of the issues of the dispute. Cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed.
  - b. Partially Resolved** - A partial resolution is when parties reach agreement on one or more issues of the dispute. A partial resolution is counted in which an agreement or a Memorandum of Understanding is written. Proof of a conciliation agreement and the mailing thereof, must be documented in the file
  - c. Unresolved** - A case is considered to be unresolved if parties do not reach agreement on any of the issues of the dispute or do not choose to continue participation in the process.
  - d. Case Not Initiated** - A case is closed due to inaction (90 days or more).
  - e. Facilitation Completed** - Facilitation is completed when all documented sessions of a group are completed with the use of a facilitator or using neutral skills to defuse/ resolve an issue or issues of conflict.
- E. Resolved Cases** – The number of cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed.
- F. Follow-up Surveys** – Follow-up Surveys are the tools used by the Grantees for the evaluating of parties who have used their services. This is the number of survey responses received from the cases opened and proceedings initiated. For all cases opened, there

needs to be a minimum of one party to which follow-up survey statistics were attempted to be collected. If the proceedings were initiated, follow-up surveys need to be attempted on all parties that are involved. Results can be in the form of a mailing or a telephone interview, or a combination of both.

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

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

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

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

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



## DISPUTE RESOLUTION PROGRAM

PERFORMANCE STANDARDS  
FY- 2009/2010

**Program Operator:**

UNDUPLICATED SERVICE COUNT					
Dispute Resolution Activity	1st Quarter Planned	2nd Quarter Planned	3rd Quarter Planned	4th Quarter Planned	TOTAL
A. Intake/Problem Assessment					0
B. Cases Opened					0
C. Proceedings Initiated					0
D. Cases Closed					0
E. Cases Resolved					0
F. Follow-up Surveys					0
G. Information and Referral					0
H. Public Education Presentations					0
1. Number of Presentations					0
2. Number of Attendees					0
I. Training					0
1. Number of Training Sessions					0
2. Number of Trainees					0

**DISPUTE RESOLUTION PROGRAM**  
 BUDGET - FY 2009/2010

	Cost Categories	Inkind			Total
		DRPA Grant	Cash Non-Grant	Non Cash Non-Grant	
<b>PROGRAM</b>	<b>Operations Activities:</b>				
	Salaries				-
	Benefits				-
	Facility Lease				-
	Staff Training				-
	Printing/Publications				-
	Utilities				-
	Meetings / Conferences				-
	Telephone				-
	Equipment (under \$5,000)				-
	Equipment Lease				-
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies				-
	Consultant/Subcontract				-
	Volunteers				-
	Travel / Mileage				-
Other:				-	
	<b>Program Subtotal</b>	-	-	-	-
<b>ADMINISTRATION*</b>	<b>Administration:</b>				
	Salaries				-
	Benefits				-
	Other: Indirect				-
	Other:				-
	<b>Administration Subtotal</b>	-	-	-	-
	<b>GRAND TOTAL</b>	-	-	-	-

Percentage of Total                      #DIV/0!                      #DIV/0!                      #DIV/0!

\* Cannot exceed 5% of total requested funding

## Dispute Resolution Program Expenditure Plan\* FY 2009/2010

Cost Categories	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10 3/31/10	4/1/10 6/30/10	
<b>PROGRAM</b>					
Salaries					-
Benefits					-
Facility Lease					-
Staff Training					-
Printing/Publications					-
Utilities					-
Meetings / Conferences					-
Telephone					-
Equipment (under \$5,000)					-
Equipment Lease					-
Insurance					-
Professional Memberships					-
Subscriptions					-
Postage					-
Office Supplies					-
Consultant/Subcontract					-
Volunteers					-
Travel / Mileage					-
Other:					-
<b>Program Subtotal</b>	-	-	-	-	-
<b>ADMINISTRATION</b>					
Salaries					-
Benefits					-
Other: Indirect					-
Other:					-
<b>Administration Subtotal</b>	-	-	-	-	-
<b>GRAND TOTAL</b>	-	-	-	-	-

\* DRPA Funds Only

## Dispute Resolution Program Personnel Detail FY - 2009/2010

PROGRA						<u>Inkind</u>			
						DRPA Grant	Cash Non-Grant	In-Kind Non-Grant	Total
<b>Personnel - Wages and Benefits</b>									
	Name	Position Title	Annual Salary*	FTE	Benefits				
1									0
2									0
3									0
4									0
5									0
6									0
<b>Personnel Subtotal (Program)</b>			<b>0</b>	<b>0</b>	<b>0</b>				

ADMINISTRATION	<b>Personnel - Wages and Benefits</b>									
		Name	Position Title	Annual Salary*	FTE	Benefits				
	1									0
	2									0
3									0	
<b>Personnel Subtotal (Administration)</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

VOLUNTEERS	<b>Volunteers</b>									
		Name	Position Title	Budget						
	1									0
	2									0
	3									0
	4									0
	5									0
<b>GRAND TOTAL</b>			<b>0</b>				<b>0</b>	<b>0</b>	<b>0</b>	

\* Total Annual Salary from DRPA Budget

## Dispute Resolution Program Revenue Disclosure

Program Title

Organization Title

**Summary of Current Funding Sources**

Funding Source	Amount	Funding Period	Services To Be Provided
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
<b>Sub-Total</b>	\$ -	\$ -	\$ -

**STATE OF CALIFORNIA**

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (REV. 12-93)

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**CERTIFICATION**

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

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (    )
TITLE	

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CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 6/30/10 (NOTE TO EXCEED 36 MONTHS), the state will regard this certificate as valid or all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

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

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

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

\_\_\_\_\_  
Name of Contractor/Grant Recipient

\_\_\_\_\_  
Project Title/Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CERTIFICATION REGARDING LOBBYING

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,

### AND COOPERATIVE AGREEMENTS

#### 55 FR 6736

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

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

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

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Grantee/Contractor Organization \_\_\_\_\_ Program/Title \_\_\_\_\_

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Name and Title of Authorized Signatory \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_



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

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

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

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

**Child Support Enforcement Requirements**

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

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

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

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

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

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

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

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

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

**CERTIFICATION**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (Please Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Name*

**COUNTY OF ORANGE**  
**EDD REPORTING REQUIREMENT COMPLIANCE FORM**

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

For the purposes of this requirement, “a service provider means an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service-recipient within or without the state.” Section 1088.8(b)(2).

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

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

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

**NA: PUBLIC ENTITY**

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