



MA-026-26010077

FOR

VICTIM WITNESS ASSISTANCE PROGRAM SERVICES

BETWEEN

COUNTY OF ORANGE

FOR THE OFFICE OF THE DISTRICT ATTORNEY/PUBLIC ADMINISTRATOR

AND

TBD

MA-026-26010077
WITH
TBD
FOR
VICTIM WITNESS ASSISTANCE PROGRAM SERVICES

This Contract MA-026-26010077 for Victim Witness Assistance Program Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, for the Office of the District Attorney/Public Administrator (“County”) and TBD, with a place of business at TBD (“Contractor”), with a County and Contractor sometimes referred to as a “Party” or collectively as the “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Payment and Compensation
- Attachment C – Implementation Plan/Project Schedule
- Attachment D – County Provided Resources
- Attachment E – Nondisclosure Agreement
- Attachment F – Certification of Return or Destruction and Non-Data Breach
- Attachment G – Information Confidentiality Acknowledgement Form
- Attachment H – Compliance with County of Orange Policies and Procedures

RECITALS

WHEREAS, County solicited Contract for Victim Witness Assistance Program Services and Contractor represented that it is qualified to provide Victim Witness Assistance Program Services to the County as further set forth here; and

WHEREAS, Contractor and County are entering into this Contract for Victim Witness Assistance Program Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Victim Witness Assistance Program Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

WHEREAS, the County’s Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Victim Witness Assistance Program Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, prices do not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. In accordance with the more specific requirement contained in paragraph "Z" below, Contractor shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor shall comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County. Nothing in this Contract creates or shall be read to establish a contractual relationship between Contractor and the State of California.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with.

Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

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

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

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

Coverage

Minimum Limits

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy* Liability	\$1,000,000 per claims-made
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

Sexual Misconduct*	\$1,000,000 per occurrence
Employee Dishonesty* (Client Coverage)	\$100,000 per occurrence (Limit commensurate with exposure)

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

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

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

If Contractor's Network Security & Privacy Liability and/or Professional Liability are "Claims-Made" policy, Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

Insurance certificates should be forwarded to the agency/department address listed in this Contract.

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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts With County Interests:** If there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor shall maintain the confidentiality of all County and County-related records and information pursuant to Attachment—Nondisclosure Agreement and all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County and the State of California in their governmental capacities and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor shall comply with all requirements of the subaward(s) and agreement(s), including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award(s). Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the insurance and indemnification section, Contractor shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- U. **Freight:** *INTENTIONALLY LEFT BLANK*
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Victim Witness Assistance Program Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** The term of this Contract is July 1, 2026 to June 30, 2029, contingent upon approval by County Board of Supervisors and execution of all necessary signatures. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for a one (1) additional two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County's Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County's Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

8. **Conflict of Interest – County Personnel:** County policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
11. **Cooperative Agreement:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for

obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

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

13. **Disputes – Contract:**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

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

14. **Drug-Free Workplace:** The Contractor hereby certifies compliance with the requirements of Government Code Sections 8350-8351 and Government Code Sections 8355-8357 in matters relating to providing a drug-free workplace. The Contractor 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 in Government Code Section 8355 Subdivision (a).
2. Establish a drug-free awareness program as required by Government Code Section 8355, Subdivision (b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;

- b. The 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(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - c. Will notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 4. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
 - a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and

Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

17. **News/Information Release:** The Contractor shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
18. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:

County:

Assigned DPA:

19. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
20. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
21. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
22. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

23. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of the County. Any attempt by the Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of the County shall be invalid and shall constitute a material breach of this Contract, and any attempt assignment or delegation in derogation of this paragraph shall be void.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's Request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

24. **Signature In Counterparts:** Separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.

MODEL CONTRACT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract and on the date following their respective signatures. If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

TBD

Signature	Name	Title	Date

COUNTY OF ORANGE

A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date

Approved As To Form
County Counsel
County of Orange, California

By:  _____
Deputy County Counsel

Dated: 4/21/2026 _____

ATTACHMENT A**SCOPE OF WORK****I. BACKGROUND**

The Orange County Board of Supervisors, in order to ensure the provision of services to victims and witnesses of crime pursuant to California Penal Code Section 13835.2, subdivision (a), will designate the provider of victim/witness services for the County of Orange.

The contracted agency will administer the provision of the following services: Victim/Witness Services as provided in California Penal Code Section 13835.5; Restitution Services; Witness Services under the direction of the District Attorney's Office; assistance to domestic violence victims in obtaining protective orders; witness coordination and advocacy during Child Dependency hearings; advocacy for victims of gang violence and Human Trafficking; Gang Reduction Intervention Partnership program case management and event coordination; assistance with processing of claims for the unreimbursed financial losses of victims of crime; and identification and provision of services to victims of crime in accordance with the Victim Services Steering Committee's objectives.

II. SCOPE OF WORK

This project will provide comprehensive services for victims/witnesses of crime. The goals include providing services that will alleviate the trauma and devastating impact of crime on the lives of victims and their family members. Additionally, it is necessary to provide information to victims/witnesses of crime regarding the processes of the criminal justice system in order to encourage cooperation in the investigation and prosecution of the case.

A. Specific Service Criteria

All provision of services will be administered in adherence with the criteria as outlined in this document.

1. Victim Witness Assistance Program

The provision of mandatory and optional services for all victims and witnesses of crime are outlined in the California Penal Code sections 13835.4 through 13835.5. The Contractor will be required to provide both mandatory and optional services.

a. Mandatory Services as outlined in the Penal Code:

- i. Crisis intervention – providing timely and comprehensive responses to the individual needs of crime victims/survivors.
- ii. Emergency assistance – directly or indirectly providing food, housing, clothing and, when necessary, monetary cash disbursements to victims/survivors.
- iii. Resource and referral assistance – connecting victims to service providers within the community, which are appropriate to meet their individual needs. Work with local agencies to coordinate services to victims/survivors.
- iv. Direct counseling – provide in-person or telephonic guidance and support to victims/survivors & connecting victims/survivors to professional counseling as needed and/or requested.
- v. Filing of compensation claims – assist victims/survivors in understanding the availability of such benefits and filing claims for compensation through the Victim Compensation and Government Claims Board.
- vi. Property return assistance – upon request of the victims/survivors, assist in obtaining the return of a victim's property held as evidence by law enforcement agencies.

- vii. Orientation – provide in-person or telephonic orientation to the criminal justice system to crime victims/survivors and witnesses.
- viii. Court accompaniment– provide accompaniment and support the victims/survivors (s) in the courtroom.
- ix. Presentations (criminal justice agencies) provide presentations to criminal justice groups regarding victim services provided by the program and explain the rights and needs of victims.
- x. Presentations (public) – provide public awareness activities for advertising program services via public media, and presentation to victim services organizations and community groups, service clubs, and schools.
- xi. Case status – monitor appropriate court cases to keep victims/survivors and witnesses apprised of the progress and disposition of their case.
- xii. Employer/Family/Friend notification – upon request of the victims/survivors or witness, inform the employer/family/friends that the employee was a victims/survivors or witness to a crime and their anticipated participation in court hearings. Request assistance from employer to minimize any loss of pay or other benefits, which may have resulted because of the crime or the employee’s participation in the justice system.
- xiii. Restitution assistance – upon request of the victims/survivors, assist in the process of obtaining restitution for the victims/survivors. Provide the probation department, the district attorney, and court with information relevant to victims/survivors’ losses.

b. Optional Services – as outlined in the Penal Code.

- i. Employer intervention – assist the victims/survivors in facilitating conversations with employer regarding the impacts of the crime and/or having to attend court hearings.
- ii. Creditor intervention – assist the victims/survivors in resolving creditor issues which arise as the result of the crime.
- iii. Child care – assist the victims/survivors with temporary childcare needed to be able to take part in criminal justice proceedings.
- iv. Witness notification – notify victims/survivors witnesses of cancellations of changes in scheduled court appearances.
- v. Funeral arrangements – provide assistance to the deceased victims/survivors family with necessary funeral/burial arrangements.
- vi. Crime prevention – provide information regarding crime prevention to individuals or community groups.
- vii. Victim/Witness protections – arrange for law enforcement protection when the safety of a victims/survivors or witness is threatened.
- viii. Temporary restraining orders – provide assistance in obtaining temporary restraining orders for victims/survivors.
- ix. Transportation – arrange for transportation to court for victims/survivors required to testify.
- x. Court waiting area – arrange for the provision of a victim/witness waiting room that is separate from defendants and their family/friends.

2. Restitution Services

The Contractor will facilitate the collection and distribution of court-ordered restitution on appropriate cases. Policies and procedures shall be established by the Contractor to address the following service requirements:

- a. Identification and location of the crime victims/survivors.
- b. Verification of the crime victims/survivors financial loss.
- c. Interaction with the court and/or the District Attorney regarding determination of losses.
- d. Collection of restitution from convicted offenders.
- e. Collection of administrative fees pursuant to Orange County Ordinance 1-2-93, adopted by the Board of Supervisors of Orange County implementing section 1203.1 of the Penal Code.
- f. Distribution of restitution to victims/survivors.
- g. Record keeping and cash management plan.

3. Witness Services

The Contractor shall provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, felony preliminary hearings, felony trials and restitution hearings at the request of the Orange County District Attorney's Office. Penal Code section 1328 mandates the attendance of a witness when being subpoenaed. Policies and procedures shall be established by the contracted agency in cooperation with the Orange County District Attorney's office to address the following service requirements:

- a. Placing witnesses "on-call".
- b. Making case status and disposition information available to the witness.
- c. Notification of and/or intervention with witness' employer.
- d. Arranging to transport the witness to court.
- e. "Call-off" of witnesses.

4. Domestic Violence Victim Services

The Contractor shall provide support services to victims of domestic violence who are seeking to obtain temporary restraining orders. In Resolution 90-1187 on September 12, 1990, the Board of Supervisors adopted a \$5.00 increase in Marriage License Fees to cover the costs of temporary restraining orders. Policies and procedures shall be established by the Contractor in cooperation with the Court to address the following service requirements:

- a. Provision of information regarding qualifications and court procedures for obtaining protective orders.
- b. Updating of forms in accordance with Court procedures.
- c. Documentation of victims/survivors injury.
- d. Direct assistance in preparation of required documents.
- e. Crisis counseling.
- f. Emergency assistance.
- g. Follow-up support.

5. Child Dependency Services

The Contractor shall provide support services for children in dependency actions and coordination of witnesses for dependency cases in the Juvenile Court. Policies and procedures shall be established by the Contractor in cooperation with the Court to address the following service requirements:

- a. Crisis intervention.
- b. Court accompaniment.

- c. Victim of crime compensation claim assistance.
 - d. Information and referral counseling.
 - e. Follow-up support.
 - f. Childcare services.
 - g. Placing witnesses "on-call".
 - h. Case status and disposition information.
 - i. Notification of and/or intervention with witness' employer.
 - j. "Call-off" of witnesses.
6. Unserved/Underserved Victim Advocacy and Outreach Program
- Provide a system of 24-hour/7-day-a-week response and support services to victims and family members of gang-related crimes. In accordance with Penal Code section 13835.5, provide all mandatory and optional Victim/Witness support services (see #1 above) and provide assistance with victim impact statements. Additionally, at the request of local law enforcement, this program will respond into the field on a 24/7 basis to provide immediate crisis intervention for victims and family members of gang-related crimes.
7. Gang Reduction Intervention Partnership (GRIP) Program Community Event Coordinator and Case Management Services
- The contracted agency shall work in conjunction with GRIP personnel to provide case management services and mental health prevention and early intervention services as well as organize community outreach and engagement events to increase awareness for at risk youth and their families on the risk factors that lead to gang activity and juvenile delinquency.
8. Victim Compensation Program
- The contracted agency shall provide Victim Compensation Program Services such as submission of victims of crime applications and maintaining a revolving fund account to use for qualifying emergency claims to the California Victim Compensation and Government Claims Board.
9. Human Trafficking Victim Advocate Program
- The contracted agency shall provide comprehensive services that address the individualized needs of all form to human trafficking victims/survivors and, in accordance with Penal Code section 13835.5, provide all mandatory and optional Victim/Witness support services (see #1 above). Additionally, contracting agency shall:
- a. Provide supervision to Victim Witness Coordinator who has training and direct experience working with victims/survivors of human trafficking.
 - b. Collaborate with local, state and federal law enforcement, local public agencies, victim service providers, and non-profit organizations to enhance or expand service delivery to victims/survivors of human trafficking.
 - c. Be an active member of, and participate in, an anti-human trafficking working group.
 - d. Provide all mandatory services as outlined above in section A(1)(a) above.
10. Victim of Property Crime Support Services (VPC) Program
- The contracted agency shall provide Victim of Property Crime Support Services such as contacting victims of property crime, informing victims about court process and upcoming hearings, court support, materials and resources, and assisting with the collection of documentation for restitution.

B. Staffing Requirements

The Contractor must provide staff sufficient to meet the minimum service levels set out in the Schedule of Deliverables and Timeline. All staff must have met minimum education and experience requirements for the position, be carefully screened for suitability, and must have successfully passed fingerprint and background checks. Supervision of staff will be the sole responsibility of the contracted agency. The following outlines general training requirements for the positions.

1. Victim Advocates

Staff assigned to provide victim witness services by the Contractor must complete the Entry Level and Advanced Advocate certification training requirements as established by the California Victim and Witness Coordinating Council, and the California Governor's Office of Emergency Services (CalOES). The Contractor must provide specific training in trauma-informed practices and specific training in domestic violence, sexual assault, and gang violence for advocates specializing in those areas. Additionally, each advocate must be given no less than 16 hours of in-service training each year.

2. Other Staff Positions

The Contractor must develop and implement both initial and in-service training programs for all staff working in non-advocate positions.

- a. Determination of suitability required, in advance, for any individual (e.g., employee, consultant, contractor, volunteer) who is expected, or reasonably likely, to interact with any participating minors in the course of activities under the Victim Witness Assistance Program, Human Trafficking Advocate Program and Unserved/Underserved Victim Advocacy and Outreach Program.

C. Performance Measures Requirements

As a performance measures indicator, in addition to the monthly program statistics, the Contractor is required to send client surveys and tally and submit the results to the County's Project Manager on a semi-annual basis as follows:

1. Victim Witness Assistance Program

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, District Attorney investigators, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

2. Restitution Services

Surveys must be sent to victims. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

3. Witness Services

Surveys must be sent to involving parties including but not limited to victims, witnesses, county prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation subject to prior review and approval by the County, through the County's Project Manager.

4. Domestic Violence Victim Services

Surveys must be sent to relevant parties including but not limited to victims, family law judges, County prosecutors, District Attorney investigators, police agencies, and domestic violence courts. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

Child Dependency Services

Surveys must be sent to relevant parties including but not limited to witnesses, Lamoreaux Justice Center judges, County Counsel, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

5. Unserved/Underserved Victim Advocacy and Outreach Program

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

Gang Reduction Intervention Partnership Program (GRIP)

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, District Attorney investigators, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

Victims Compensation Program

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

Human Trafficking Victim Advocate Program

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

Victim of Property Crime Support Services Program

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County, through the County's Project Manager.

D. Application to California Governor's Office of Emergency Services (CalOES)

The funds for the Victim Witness Assistance Program, Human Trafficking Advocate Program, and Unserved/Underserved Victim Advocacy and Outreach Program are obtained through grants from the California Governor's Office of Emergency Services (CalOES). At County's request, the Contractor shall provide necessary information and/or documentation to the County to assist it with the completion of a Application to the California Governor's Office of Emergency Services (CalOES) to secure the funding for Victim Witness Assistance Program, Human Trafficking Advocate Program, and Unserved/Underserved Victim Advocacy and Outreach Program. The contractor is required to provide a cash match or apply for cash match waiver for Victim Witness Assistance Program, Human Trafficking Advocate Program, and Unserved/Underserved Victim Advocacy and Outreach program as applicable.

E. Establishment of an Advisory Board

The Contractor must work in conjunction with County to develop an advisory board, which has representation from partner agencies and the community. The function of the Board will be to act in an advisory capacity concerning program development, criminal justice system policies and procedures, community and media relations, recognition activities and the management of discretionary funds.

F. Victim Compensation

The staff of the Verification Center must be certified by the VCGCB to perform any claim verification and must follow all policies and procedures as established by the VCGCB. The Contractor must provide computers and cabling compatible with the data management system currently in place at the VCGCB.

III. SCHEDULE OF DELIVERABLES AND TIMELINE

At County's requests, the Contractor shall provide necessary information and/or documentation to the County to assist it with the completion of Applications.

DELIVERABLES	DELIVERY DATE	PRIMARY RECIPIENT
Applications and Reports		
Application –Victim Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Application – Unserved/Underserved Victim Advocacy and Outreach Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Application – Human Trafficking Advocate Program	TBD Exact date announced by Cal OES	California Office of Emergency Services Agency (Cal OES)
Bond Requirements - Fidelity bond equaling 50% of total grant subaward and deductible equaling 1% of the bond must include Employee Dishonesty and/or Theft and Forgery Coverage. Victim Witness Assistance Program	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
Bond Requirements – Fidelity bond equaling 50% of total grant subaward and deductible equaling 1% of the bond must include Employee Dishonesty and/or Theft and Forgery Coverage. Unserved/Underserved Victim Advocacy and Outreach Program	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
Bond Requirements – Fidelity bond equaling 50% of total grant subaward and deductible equaling 1% of the bond must include Employee Dishonesty and/or Theft and Forgery Coverage. Human Trafficking Advocate Program	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
Quarterly Office for Victims of Crime (OVC) Reports – Victim Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)

Quarterly Office for Victims of Crime (OVC) Reports – Unservd/Underserved Victim Advocacy and Outreach Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)	
Quarterly Office for Victims of Crime (OVC) Reports – Human Trafficking Advocate Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)	
6 Month Progress Reports – Victim Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)	
6 Month Progress Reports – Unservd/Underserved Victim Advocacy and Outreach Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)	
6 Month Progress Reports – Human Trafficking Advocate Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)	
TIMELINE	NAME OF SERVICE	SERVICE PROVIDED	MINIMUM SERVICE LEVEL
October 1 – September 30	Victim Witness Assistance Program	Crisis intervention and subsequent mandatory and optional services.	6,000 new victims
July 1 - June 30	Restitution Services	Review of court referred cases	6,500 cases
July 1 - June 30	Witness Services	Coordinate court appearances	16,000 witnesses
July 1 - June 30	Domestic Violence Assistance Program	Restraining order assistance and subsequent victim services	3,000 victims
July 1 - June 30	Child Dependency – Children’s Services	Support services for the children	1,000 children
July 1 - June 30	Child Dependency – Witness Services	Coordinate court appearances	1,200 witnesses
January 1 – December 31	Human Trafficking Advocate Program	24/7 crisis intervention and sub- sequent victim services.	70 new victims

January 1 – December 31	Unserved/Underserved Victim Advocacy and Outreach Program	24/7 crisis intervention and subsequent victim services.	300 new victims
July 1 - June 30	Gang Reduction Intervention Partnership (GRIP)	Case management services, prevention, and early intervention services	500 total participants
July 1 – June 30	Victim Compensation Program Services	Provides reimbursement or payment for verified expenses incurred as a direct result of the crime.	2,100 applications processed
July 1 – June 30	Victim of Property Crime Support Services Program	Provides services for identified needs of victims of property crime.	As services are needed

IV. **BUDGET**

The budget for the following services shall be developed annually based upon the available funding in each fiscal year.

- A. Victim Witness Assistance Services
- B. Restitution Services
- C. Witness Services
- D. Domestic Violence Assistance - Victim Services
- E. Child Dependency Services
- F. Unserved/Underserved Victim Advocacy and Outreach Program
- G. Gang Reduction Intervention Partnership (GRIP) Program Case Management Services
- H. Victims Compensation Program Services
- I. Human Trafficking Advocate Program Services
- J. Victims of Property Crime Support Services (VPC) Program

V. **SECURITY REQUIREMENTS**

This Contract engagement involves the Contractor having direct short-term access to County of Orange proprietary information and systems. Outlined below are key deliverables which the County requires be provided by the Contractor for County's approval before access to providing credentialed access to resources or transfer of any information related to this contract. The list is intended to set the framework within which the Contractor and the County shall securely work.

A. List of pre-engagement deliverables:

1. Background verification for listed staff with a copy of their policy/procedure.
2. Signed agreement by each listed staff member that they have read and will comply with County's required IT User Acceptance Agreement and Compliance with County of Orange Policies and Procedures (breach of which shall be grounds for cancellation of proposed/awarded contract).

B. Contractor Obligations:

1. All information and system access shall remain the sole property of the County.

2. Each Contractor assigned staff member under this Contract, regardless of their location, must: (i) have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any Laws; and (ii) have not been on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business.
3. Contractor has within the last 12 months certified that, to the best of its knowledge, none of the employees have been convicted of any criminal felony involving fraud, theft, dishonesty or a breach of trust under any Laws.
4. In addition to its own efforts, if either Party becomes aware that any such Service Employee has been convicted of a crime involving violence, fraud, theft, dishonesty or suspected breach of trust, is included on any such list, then Contractor shall immediately remove such employee from the engagement, and notify the County so that it may take remediation actions.
5. Contractor shall sign a letter of data/information destruction upon the termination of the Contract.

MODEL CONTRACT

ATTACHMENT B**PAYMENT/COMPENSATION**

- I. Compensation:** This is a cost reimbursement Contract between the County and Contractor for Victim Witness Assistance Program Services as set forth in Attachment A, "Scope of Work".

The Contractor accepts the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. **The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless authorized by amendment to this Contract in accordance with Articles "C" and "P" of the General Terms and Conditions.**

Total compensation under this Contract shall not exceed **\$6,785,916 per fiscal year and \$20,357,748 for the term of July 1, 2026, through June 30, 2029.**

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

Any allowable travel expenses shall include all expenses incurred such as mileage, parking, lodging, meals, and incidental fees, etc. Any allowable travel expenses incurred must be billed per Orange County Per Diem Rates and itemized on invoice(s).

- III. Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears in accordance with Attachment C – Implementation Plan / Project Schedule, thereafter invoices will be submitted monthly in arrears to the address specified below. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

- IV. Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

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

- a. Contractor's name and address
- b. Contractor's remittance address, if different from "a" above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department

1. **County of Orange, for the Office of the District Attorney-Public Administrator**
 - e. Delivery/service address
 - f. Contract number **MA-026-26010077**
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoice and support documentation are to be forwarded to:

County of Orange
 Office of the District Attorney – Public Administrator
 Attn: Accounts Payable
 Post Office Box 808
 Santa Ana, CA 92702-0808
 Email: AP@ocdistrictattorney.gov

- VI. Electronic Funds Transfer (EFT):** The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Auditor Controller directly via email at admin.vendor@ac.ocgov.com.

VII. Program Administration

A. Administration of Victim Witness Assistance Grant

The County shall pay Contractor during each year for services rendered hereunder with respect to the California Office of Emergency Services (Cal OES) Victim Witness Assistance Grant a sum not to exceed \$810,967 for the term of July 1, 2026, through September 30, 2026, \$3,243,868 for the term of 10/1/26 – 9/30/27, \$3,243,868 for the term of 10/1/27 – 9/30/28, and \$2,432,901 for the term of 10/1/28 – 6/30/29, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$810,967 for the term of July 1, 2026, through September 30, 2026, \$3,243,868 for the term of 10/1/26 – 9/30/27, \$3,243,868 for the term of 10/1/27 – 9/30/28, and \$2,432,901 for the term of 10/1/28 – 6/30/29 to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim Witness Assistance Program. Costs incurred in the administration of the Victim Witness Assistance Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by Cal OES.

Contractor shall be responsible for the required matching of funds and/or obtaining the appropriate waiver of such from CalOES.

B. Administration of Restitution Services

The Contractor shall provide collection of restitution for a victim's financial loss on all court-ordered misdemeanor cases and other case categories as determined by the District Attorney's Office from convicted offenders. Pursuant to Orange County Ordinance 1-2-93, adopted by the Board of Supervisors of Orange County implementing Section 1203.1 of the Penal Code, when the court orders the defendant to pay restitution to the victim as a condition of unsupervised release and suspended sentence, the Contractor shall administer collection of an administrative fee for this service pursuant to Section 1203.1 of the Penal Code. Said administrative fees shall be collected by the Court and deposited into the Trial Courts Agency (100-081). Restitution funds received from the Victim Compensation and Government Claims Board Ten Percent (10%) Rebate Program shall also be deposited into the Trial Courts Agency (100-081). Said funds shall be used to offset costs incurred in administering Restitution Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of the collection of restitution a sum not to exceed \$507,549 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor.

Costs incurred in the administration of Restitution Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the restitution administrative fees and State rebates shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$101,510 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for the performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

C. Administration of Witness Services

The Contractor shall provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary hearings, felony trials, and restitution hearings at the request of the District Attorney's Office. Services include placing all witnesses "on-call", case status and disposition information, employer notification/intervention, arrangement for transportation, and "call-off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the coordination of Witness Services a sum not to exceed \$437,769 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Costs incurred in the administration of the Witness Services shall be expensed solely against the District Attorney (100-026). The Net County Cost of the program shall be expensed solely against the District Attorney (100-026).

During July of each fiscal year, the County (100-026) shall advance the sum of \$87,554 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.

D. Administration of Domestic Violence Assistance – Victim Services

The Contractor shall provide support services to victims of domestic violence, including but not limited to assistance in obtaining temporary restraining orders. Services will include direct assistance, information and referral, and volunteer attorney services. Direct assistance will include the provision of information and assistance regarding qualification, preparation, and court procedures for obtaining protective orders. Crisis counseling, emergency assistance, shelter, food and medical aid, and follow-up support services shall be available to all victims of domestic violence. By Resolution Number 90-1187 dated November 12, 1990, the Board of Supervisors approved an increase in the marriage license fees and directed the County Clerk/Recorder to deposit the \$5 fee collected directly in the Trial Courts Agency (100-081), to be used to offset costs incurred in administering Domestic Violence Victim Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Domestic Violence Victim Services a sum not to exceed \$388,046 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Domestic Violence Victim Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the marriage license fee deposits shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Fund (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$77,609 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

E. Administration of Child Dependency Services

The Contractor shall provide support services for children in dependency actions and coordination of witnesses for dependency cases in the Juvenile Court. Support services will include but not be limited to crisis intervention, court accompaniment, victim of crime compensation claim assistance, information and referral counseling and follow-up support. Child care will be provided in the Victim/Witness Assistance Center for all children in dependency cases. Witness coordination for witnesses subpoenaed by County Counsel will include placing all witnesses "on-call", case status and disposition information, employer notification/intervention, and "call-off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Child Dependency Services a sum not to exceed \$159,136 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Child Dependency Services shall be expensed solely against the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$31,827 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

F. Administration of Unserved/Underserved Victim Advocacy And Outreach Program

Unserved/Underserved Victim Advocacy and Outreach Program will provide support services to victims of gang violence and their families. Services include crisis intervention; emergency assistance; shelter, food and medical aid and follow-up support counseling; court support, and community outreach.

The County shall pay Contractor during each year for services rendered with respect to the California Office of Emergency Services (Cal OES) Unserved/Underserved Victim Advocacy and Outreach Program a sum not to exceed \$98,453 for the term of July 1, 2026, through December 31, 2026, \$196,906 for the term of 1/1/2027 – 12/31/27, \$196,906 for the term of 1/1/2028 – 12/31/28, and \$98,453 for the term of 1/1/2029 – 6/30/29, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$98,453 for the term of July 1, 2026, through December 31, 2026, \$196,906 for the term of 1/1/2027 – 12/31/27, \$196,906 for the term of 1/1/2028 – 12/31/28, and \$98,453 for the term of 1/1/2029 – 6/30/29 to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Unserved/Underserved Victim Advocacy and Outreach Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

Contractor shall be responsible for the required 25% matching of funds in the amount of \$24,613 for the term of July 1, 2026, through December 31, 2026, \$49,227 for the term of January 1, 2027, through December 31, 2027, \$49,227 for the term of January 1, 2028, through December 31, 2028, and \$24,613 for the term of January 1, 2029 through June 30, 2029. Contract will be amended for an increase in the grant amount approved by Cal OES.

G. Administration of Gang Reduction Intervention Partnership (GRIP) Program Case Management Services

The County shall pay Contractor during each fiscal year for services rendered with respect to Gang Reduction Intervention Partnership (GRIP) Program Case Management Services a sum not to exceed \$676,915 for the term of July 1, 2026, through June 30, 2027, and thereafter \$676,915 annually payable on a cost reimbursement basis upon submission of monthly invoices. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of funding from Orange County School Districts and the GRIP Foundation. Costs incurred in the administration of the GRIP Program Case Management Services shall be expensed solely against the District Attorney (100-026).

During July of each fiscal year, the County (100-026) shall advance the sum of \$112,819 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County’s advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.

H. Administration of Victim Compensation Program

The County shall pay Contractor during each fiscal year for services rendered for Victim Compensation Program a sum not to exceed \$552,508 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$552,508 to the County from CalVCB. The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by CalVCB.

I. Administration of Human Trafficking Victim Advocate Program

The County shall pay Contractor during each fiscal year for services rendered with respect to Human Trafficking Victim Advocate Program a sum not to exceed \$73,500 for the period of July 1, 2026 through December 31, 2026, \$147,000 for the term of 1/1/27 – 12/31/27, \$147,000 for the term of 1/1/28 – 12/31/28, and \$73,500 for the period of 1/1/29 – 6/30/29 which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$73,500 for the term of July 1, 2026 through December 31, 2026, \$147,000 for the term of 1/1/27 – 12/31/27, \$147,000 for the term of 1/1/28 – 12/31/28, and \$73,500 for the period of 1/1/29 – 6/30/29, to the County from Cal OES. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Costs incurred in the administration of the program shall be expensed solely against the District Attorney (100-026).

Contractor shall be responsible for the required 13% matching funds in the amount of \$9,555 for the term of July 1, 2026, through December 31, 2026, \$19,110 for the term of January 1, 2027, through December 31, 2027, \$19,110 for the term of January 1, 2028, through December 31, 2028, and \$9,555 for the term of January 1, 2029 through June 30, 2029. Contract will be amended for an increase in the grant amount approved by Cal OES.

J. Administration of Victims of Property Crime Support Services (VPC) Program

The contracted agency shall provide Victim of Property Crime Support Services such as contacting victims of property crime, court support, materials and resources, and assisting with the collection of documentation for restitution.

The County shall pay Contractor during each fiscal year for services rendered with respect to Victim of Property Crime Support Services a sum not to exceed \$476,219 for the period up to July 1, 2026, through June 30, 2027, and thereafter \$476,219 annually payable on a cost reimbursement basis upon submission of monthly invoices. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of funding from CEO Budget and the Orange County Board of Supervisors. Costs incurred in the administration of the Victim of Property Crime Support Services shall be expensed solely against the District Attorney (100-026).

K. Program-Administration – Additional Requirements

1. Victim of Crime Claim Verification

Pursuant to Penal Code Section 13835 the Victim/Witness Assistance Program is authorized and mandated to submit completed victims of crime applications to the California Victim Compensation Board (CalVCB). Under Government Code Section 13962 (e) designated Victim/Witness Assistance Programs shall be authorized by the Board of Supervisors to verify claims processed. The Joint Powers Agreement provides for the direct contract for services between Contractor and the CalVCB and incorporated by resolution of the County of Orange. In addition, the CalVCB advanced separate funds in fiscal year 2020-2021, which continue to be maintained in a separate revolving fund account. These funds are used to pay authorized and verified qualifying emergency claims for funeral/burial expenses, domestic violence or sexual assault relocation assistance and crime scene clean-up expenses.

Contractor shall expend revolving funds only when it has been verified that an applicant is eligible for an emergency award for funeral/burial expenses or domestic violence or sexual assault relocation assistance or for crime scene clean-up expenses. The Contractor shall maintain verification documentation in the claim file and it shall be available for review, by the CalVCB, upon request.

2. Financial Accountability and Reporting Requirements

For State and Federal grant programs, the Contractor agrees to provide fiscal procedures adequate to assure disbursement of the fiscal obligation under the corresponding State and Federal regulations. The Contractor agrees to reimburse the County for any expenditure determined to be a violation of the terms and conditions of this Contract.

a. Allowable Costs

- 1) All items of cost, actually incurred, shall be allowable for payment to the extent such items are allowable under the corresponding State and Federal regulations. No item shall be allowed as a cost under this section, "Allowable Costs", which is not allowed as a reimbursable cost under applicable regulations governing the same. Only allowable costs shall be paid to the Contractor.
- 2) The maximum amount allowable for each of the major cost categories (consisting of the totals for Personnel Salaries, Personnel Benefits, and Operating Expenses) may be adjusted within this Contract as long as the overall budget, program goals, and objectives are not changed. Such category adjustments shall be made upon prior written request by Contractor and approved by Administrator.

b. Utilization of Funds

Funds provided under this Contract are to be expended only for the purpose and activities covered by the approved project plan herein. The Contractor shall be reimbursed monthly in arrears for all costs approved by the corresponding State and Federal agencies upon the submission of detailed invoices delivered to the District Attorney. The monthly invoices shall be in such form and detail as required by the corresponding State or Federal regulations.

c. Accounting

The criteria for record keeping detailed in the State or Federal regulations must be applied to accounting for contract funds and utilizing contributions.

d. Reporting Responsibility

The Contractor must adhere to the following reporting deadlines to ensure timely submission of expenditure, status, and progress reports to Cal OES.

a. Invoices and Associated Reports

Reports are due to the District Attorney by the 15th of the month following the end of the period for which the expenses are claimed. Expenditure report for liquidation period is due to the District Attorney no later than 30 calendar days after the end of the grant period.

b. Status/Progress Reports

Reports are due to the District Attorney five (5) working days after the end of the period for which the progress of the project is reported.

ATTACHMENT C**IMPLEMENTATION PLAN/PROJECT SCHEDULE**

Time is of the essence in this Contract. Failure of the Contractor to comply with the Implementation Plan/Project Schedule as set forth below may be considered a material breach by the County. Payment shall be made in arrears of each deliverable in accordance with Attachment B, Payment and Compensation.

Plan to Accomplish the Statement of Work

Contractor shall assist County in fulfilling all application, bond and reporting requirements as outlined in the schedule of Deliverables and Timeline. Contractor shall also assist County in providing high quality grant applications and timely progress reports as required by the California Office of Emergency Services (CalOES) and the County. Contractor's responsibility shall be to assist the County in submitting responses to the Request for Applications/Proposal published by CalOES (as applicable) in order to secure the funding for the Victim Witness Assistance Program, Underserved Victim Advocacy and Outreach Program, and Human Trafficking Victim Advocate Program.

Contractor shall fulfill all service level deliverables as specified in the Contract. Contractor shall fulfill all goals for minimum services levels or exceed them. Contractor shall provide all of the services to victims and witnesses of crime as detailed in this Contract. Contractor shall use fully trained staff who have an understanding of the needs of victims and witnesses of crime. Contractor shall provide the resources necessary to provide both emergency and long-term assistance. Contractor staff shall understand the needs of our criminal justice system partners and shall have experience in advocating for clients without impeding the flow of the criminal justice system process. Contractor shall provide immediate implementation of the scope of work and give victims and witnesses of crime a continuation of victim witness services in Orange County, California.

ATTACHMENT D
COUNTY PROVIDED RESOURCES

At the County's discretion, the County shall furnish Contractor the following items and resources:

VICTIM WITNESS ASSISTANCE PROGRAM

- a.** Office Space – Central Justice Center, Harbor Justice Center, Lamoreaux Justice Center, North Justice Center, and West Justice Center.

Superior Court of California, County of Orange has provided Contractor Victim Assistance Programs space at each of the above mentioned Justice Centers. The ability to locate the Victim/Witness Centers in the Justice Centers has been deemed an essential factor in providing services that are accessible and convenient for victims and collaborative partners in the criminal justice system. Contractor requires the Superior Court of California, County of Orange continue to provide space in each Justice Center for the Victim/Witness Assistance Centers.

- b.** Office Space – District Attorney's Office, 300 N. Flower St., Santa Ana and Annexes

The Orange County District Attorney's Office has made space available for the Victim Advocates who work with the Family Violence, Homicide, Gang Victim Services, and Sexual Assault vertical prosecution units. Co-location of these positions in the District Attorney's Office have been deemed beneficial to both the prosecutors working the cases and the victims going through the trial process. Contractor requires that the District Attorney's Office continue to provide space for these Contractor's employees.

- c.** Telephones

The County has provided telephone hardware and telephone service for the services provided through the court centers, OCDA, and Annexes. Funds have been allocated as a part of the Contractor's individual program budgets to offset a portion of the costs. Contractor requires that the County continue to provide telephone services.

- d.** Computers and Network Services – Superior Court of California, County of Orange

Superior Court has provided the staff of the Victim Witness Assistance Centers located at all five justice centers computer access through the Court Computer Network. This agreement has included providing surplus Court computers to Contractor's Victim Assistance Program staff who have outdated computers. Contractor requires that the Victim Witness Assistance Center staff continue to be provided computer network services through Superior Court of California, County of Orange and that surplus computers continue to be made available as deemed appropriate by the Court.

- e.** Computers and Network Services – OCDA, 300 N. Flower St. and Annexes.

OCDA has provided access to network services, email, and technical support, along with surplus computers when available for the Contractor staff that are located in the DA's Office building and Annexes. These resources have been provided in order to facilitate the Contractor victim service work being conducted in collaboration with OCDA. Contractor requires access to the network, computers, email, and technical support continue to be provided to the Contractor staff located in the DA's Office building and Annex.

RESTITUTION SERVICES

- f.** Office Space – Central Justice Center, Harbor Justice Center, North Justice Center, and West Justice Center.

Superior Court of California, County of Orange has provided Contractor Restitution Services space within the Victim/Witness Centers at each of the above mentioned Justice Centers. The ability to locate Restitution Services in the Justice Centers has been deemed an essential factor in providing services that are accessible and convenient for victims, defendants, and collaborative partners in the criminal justice system. Contractor requires the Superior Court of California, County of Orange continue to provide space in each Justice Center for Restitution Services within the Victim/Witness Assistance Centers.

g. Telephones

The County has provided telephone hardware and telephone service for the services provided through the court centers. Funds have been allocated as a part of the Contractor individual program budgets to offset a portion of the costs. Contractor requires the County continue to provide telephone services.

h. Computers and Network Services – Superior Court of California, County of Orange

Superior Court has provided the staff of the Restitution Services stationed within the Victim/Witness Assistance Centers located at four of the justice centers, computer access through the Court Computer Network. This agreement has included providing surplus Court computers to Contractor staff who have outdated computers. Contractor requires the Restitution Services staff continue to be provided computer network services through Superior Court of California, County of Orange and that surplus computers continue to be made available as deemed appropriate by the Court.

WITNESS SERVICES

i. Office Space – Central Justice Center, Harbor Justice Center, North Justice Center, Lamoreaux Justice Center, and West Justice Center.

Superior Court of California, County of Orange has provided Contractor Witness Services space within the Victim/Witness Centers at each of the above mentioned Justice Centers. The ability to locate Witness Services in the Justice Centers has been deemed an essential factor in providing services that are accessible and convenient for victims and collaborative partners in the criminal justice system. Contractor requires the Superior Court of California, County of Orange continue to provide space in each Justice Center for Witness Services within the Victim/Witness Assistance Centers.

j. Telephones

The County has provided telephone hardware and telephone service for the services provided through the court centers. Funds have been allocated as a part of the Contractor individual program budgets to offset a portion of the costs. Contractor requires the County continue to provide telephone services.

k. Computers and Network Services – Superior Court of California, County of Orange

Superior Court has provided the staff of the Witness Services, stationed within the Victim/Witness Assistance Centers located at all five justice centers, computer access through the Court Computer Network. This agreement has included providing surplus Court computers to Contractor staff who have outdated computers. Contractor requires the Witness Services staff continue to be provided computer network services through Superior Court of California, County of Orange and that surplus computers continue to be made available as deemed appropriate by the Court.

DOMESTIC VIOLENCE VICTIM SERVICES (DVAP)

l. Office Space –Lamoreaux Justice Center

Superior Court of California, County of Orange has provided Contractor DVAP space at the Lamoreaux Justice Center. The ability to locate DVAP at the Lamoreaux Justice Centers has been deemed an essential factor in providing services that are accessible and convenient for victims and collaborative partners. Contractor requires the Superior Court of California, County of Orange continue to provide space in each Justice Center for DVAP.

m. Telephones

The County has provided telephone hardware and telephone service for the services provided through the court centers. Funds have been allocated as a part of the Contractor individual program budgets to offset a portion of the costs. Contractor requires the County continue to provide telephone services.

n. Computers and Network Services – Superior Court of California, County of Orange

Superior Court has provided the staff of DVAP located at the Lamoreaux Justice Center, computer access through the Court Computer Network. This agreement has included providing surplus Court computers to Contractor staff who have outdated computers. Contractor requires DVAP staff continue to be provided computer network services through Superior Court of California, County of Orange and that surplus computers continue to be made available as deemed appropriate by the Court.

CHILD DEPENDENCY SERVICES**o. Office Space –Lamoreaux Justice Center**

Superior Court of California, County of Orange has provided Contractor Child Dependency staff space at the Lamoreaux Justice Center. The ability to locate the Child Dependency staff at the Lamoreaux Justice Center has been deemed an essential factor in providing services that are accessible and convenient for victims and collaborative partners. Contractor requires the Superior Court of California, County of Orange continue to provide space in each Justice Center for Child Dependency Services staff.

p. Telephones

The County has provided telephone hardware and telephone service for the services provided through the court centers. Funds have been allocated as a part of the Contractor individual program budgets to offset a portion of the costs. Contractor requires the County continue to provide telephone services.

q. Computers and Network Services – Superior Court of California, County of Orange

Superior Court has provided the staff of Child Dependency Services located at the Lamoreaux Justice Center, computer access through the Court Computer Network. This agreement has included providing surplus Court computers to Contractor staff who have outdated computers. Contractor requires Child Dependency staff continue to be provided computer network services through Superior Court of California, County of Orange and that surplus computers continue to be made available as deemed appropriate by the Court.

UNSERVED/UNDERSERVED VICTIM ADVOCACY AND OUTREACH PROGRAM**r. Manchester Office Building, 301 The City Drive, Orange.**

The County has made space available for the Victim Advocates in the Underserved Victim Advocacy and Outreach Services Program (Gang Victim Services). Although much of this program's work is done in the field, it is important for the staff to have office space that is centrally located in Orange County. Contractor requires this space continue to be provided for the staff of the Underserved Victim Advocacy and Outreach Services Program.

s. Telephones

The County has provided telephone hardware and telephone service for the services provided through the Manchester building. Funds have been allocated as a part of the Contractor individual program budgets to offset a portion of the costs. Contractor requires the County continue to provide telephone services.

GANG REDUCTION INTERVENTION PARTNERSHIP (GRIP)**t. Office Space – District Attorney's Office, 300 N. Flower St., Santa Ana**

OCDA has made space available for the GRIP staff who work onsite. Co-location of these positions in the OCDA has been deemed beneficial to the community and partners. Contractor requires the District Attorney's Office continue to provide space for these Contractor employees.

u. Telephones

The County has provided telephone hardware and telephone service for the services provided through OCDA. Funds have been allocated as a part of the Contractor individual program budgets to offset a portion of the costs. Contractor requires the County continue to provide telephone services.

v. Computers and Network Services – OCDA, 300 N. Flower St. and Annexes

OCDA has provided access to network services, email, and technical support, along with surplus computers when available for the Contractor staff that are located in the DA's Office building. These resources have been provided in order to facilitate the Contractor service work being conducted in collaboration with OCDA and the community. Contractor requires access to the network, computers, email, and technical support continue to be provided to the Contractor staff located in the DA's Office building.

VICTIM OF PROPERTY CRIME SUPPORT SERVICES (VPC) PROGRAM

w. Office Space – Central Justice Center, Harbor Justice Center, North Justice Center, and West Justice Center.

Superior Court of California, County of Orange has provided Contractor with space for Victim/Witness Centers at each of the above mentioned Justice Centers. The ability to locate VPC staff within Victim/Witness Centers at each of these Justice Centers is an essential factor in providing services that are accessible and convenient for victims and collaborative partners in the criminal justice system. Contractor requires the Superior Court of California, County of Orange continue to provide space in each Justice Center for VPC staff within the Victim/Witness Assistance Centers.

x. Telephones

The County has provided telephone hardware and telephone service for the services provided through the court centers. Funds have been allocated as a part of the Contractor individual program budgets to offset a portion of the costs. Contractor requires the County continue to provide telephone services.

y. Computers and Network Services – Superior Court of California, County of Orange

Superior Court has provided the Contractor stationed within the Victim/Witness Assistance Centers located at four of the justice centers, computer access through the Court Computer Network. This agreement has included providing surplus Court computers to Contractor staff who have outdated computers. Contractor requires the VPC staff be provided computer network services through Superior Court of California, County of Orange and that surplus computers continue to be made available as deemed appropriate by the Court.

VICTIM COMPENSATION PROGRAM

Contractor requires access to County-provided resources, should such resources become available during the contract period. Access to County resources would allow Contractor to reallocate funding directly to client services, thereby enhancing service capacity and impact for victims. These types of in-kind resources have historically played a critical role in maximizing the use of limited funding and ensuring that the greatest possible share of program resources is directed toward victim support. The following section outlines the resources currently provided in other program areas that Contractor will require with the Victim Compensation Program.

z. Office Space –

Contractor shall identify and approve by the County an appropriate and accessible office space for the Victim Compensation Program staff to conduct their daily work assignments.

aa. Telephones -

Provide telephone hardware and telephone service for the Victim Compensation Program. Funds can be allocated as a part of the program budgets to offset a portion of the costs.

The County reserves the right to accept or reject “any” and “all” added requests/ requirements for County Supplied Items and Assistance.

MODEL CONTRACT

ATTACHMENT E
NONDISCLOSURE AGREEMENT

I. Purpose of this Agreement

The County of Orange (“County”) and

(“Contractor”) agree to ensure the confidentiality, protection and preservation of the County’s information of confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to the Contractor in providing services to the County (the “Purpose”).

In connection with the Purpose, the Parties expect that Contractor will receive certain Confidential Information, as defined below, belonging to the County. The Parties agree by making this Nondisclosure Agreement (“Agreement”), among other things, to limit the manner and extent to which Contractor may use or disclose the County’s Confidential Information.

II. Confidential Information

“Confidential Information” means any non-public information, documents, or material of any kind, obtained from or on behalf of the County through any medium that is:

1. Designated in writing as “confidential,” “restricted,” “proprietary,” or other similar designation at the time of its disclosure; or
2. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, or is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract including, but not limited to, personally identifiable information and confidential medical records; or
3. Any County information security record the disclosure of which would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the County; or
4. Information obtained by Contractor and relating to the County during the course of Contractor’s performance of services that a reasonable person knows or reasonably should understand to be confidential, and is treated confidential by the disclosing party.

III. Obligations of Confidence

Except as expressly permitted or further restricted by Section IV below, Contractor agrees as recipient of County’s Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Agreement, that Contractor generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

IV. Permitted Use and Disclosure

Contractor may possess, use and disclose County’s Confidential Information only as follows:

A. Possession and Use

Contractor may possess, use and reproduce Confidential Information solely for the Purpose. The Purpose shall not include disclosure except as expressly permitted in Section IV(B) below. Contractor shall not use the Confidential Information for any other purpose.

B. Disclosure

Contractor may, with the express written consent of the County, disclose Confidential Information to its, or its Affiliates' (defined below), employees, legal and financial advisors, and consultants on a strict "need to know" basis and solely for the Purpose and in the course of providing the services to County, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. "Affiliate" means Contractor's parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor. Contractor shall be fully responsible for any breach of the terms set forth in this Agreement by its Affiliates, employees, legal and financial advisors, and consultants.

C. Legally Required Disclosure

Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

D. Return or Secure Destruction of Confidential Information and Disposition of Other Documents, Materials and Information

Upon the earlier of: 30 days after the termination of this Agreement or the request (at any time) of County, Contractor shall, at the County's option and pursuant to the County's written authorization:

1. either: (a) promptly and securely destroy all originals and copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants, if any, or (b) deliver to the County all originals and copies of Confidential Information obtained from the County or furnished to the Contractor, or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants;
2. confirm the secure destruction of Confidential Information as described in the foregoing Section IV(D)(1)(a) or the return of Confidential Information as described in the foregoing Section IV(D)(1)(b) to the County in writing via (1) delivery by hand or overnight courier, and (2) email at the email address below:

County of Orange Office of the District Attorney-Public Administrator
 Susan Aramesh Price, Senior Assistant District Attorney, Project Manager
 300 N. Flower Street
 Santa Ana, CA 92703
 Office: (714) 347-8723
 Email: susan.price@ocdistrictattorney.gov

3. for all other documents, materials, and information provided to Contractor by County or on behalf of County that do not contain Confidential Information (a) execute the Certificate of Return or Non-Destruction and Non-Data Breach (Attachment F to Contract MA-026-26010077) and thoroughly complete Table 3 thereof with information sufficient to allow the County to know the final disposition of all such documents, materials, and information; and (b) upon the County's written

request (at any time) promptly and securely destroy or return all originals and copies of such materials in the manner set forth in Section IV(D)(1)(a) and Section IV(D)(1)(b) of this Agreement.

E. Exceptions to Confidentiality

Notwithstanding any other provisions of this Agreement, each Party acknowledges that Confidential Information shall not include any information which:

1. is now or becomes part of the public domain through no fault or omission of the Contractor;
2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
4. is independently developed by or for the Contractor without use of or reference to the County's Confidential Information.

V. Term: Term of Confidentiality

Notwithstanding the termination of Contract MA-026-26010077, all provisions of this Agreement relating to the rights and obligations concerning Confidential Information disclosed prior to the termination of this Contract MA-026-26010077 shall continue for a period of five (5) years from the date of termination of Contract MA-026-26010077; provided, however, that any Confidential Information obtained from the County or furnished to the Contractor, or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants shall be treated as Confidential Information indefinitely until it becomes part of the public domain through no act or omission of Contractor, or is returned to the County or destroyed pursuant to Section IV(D) of this Agreement. The five-year time period does not apply if applicable law requires a longer period.

VI. Disclaimers and Retention of Rights

All Confidential Information is provided "AS IS" and without any representation or warranty, express or implied, or otherwise with respect to any Confidential Information or the Confidential Information's accuracy, completeness, or performance. County shall not be responsible for any expenses, losses or actions incurred or undertaken by Contractor as a result of the receipt and use by Contractor of Confidential Information.

Nothing in this Agreement shall operate to create or transfer an ownership or other interest in any Confidential Information, nor require the disclosure by County of any of its Confidential Information, nor restrict, inhibit or encumber County's right or ability to dispose of, use, license, distribute, disclose or disseminate in any way its own Confidential Information. County will retain all right, title, and interest in and to all Confidential Information.

Neither Party shall acquire any patent, copyright, mask work or trademark rights under this Agreement and no license to Contractor under any intellectual property right is granted or implied by the disclosure of Confidential Information to Contractor. Nothing herein shall obligate either Party to (a) enter into any business arrangements or agreements with the other Party, or (b) reimburse the other Party for costs and expenses for any effort expended by such Party. Each Party shall bear its own costs and expenses in connection with this Agreement and the Purpose.

VII. No Relationship Between Parties

There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf.

VIII. Remedies at Law Inadequate

Contractor acknowledges that remedies at law may be inadequate to protect the County against any actual or threatened breach of this Agreement by the Contractor or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants and, without prejudice to any other rights and remedies otherwise available to the County, Contractor agrees to the granting of injunctive or other equitable relief in the County's favor, without proof of actual damages or the requirement of posting a bond or other security.

IX. Remedies Not Exclusive

The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either Party to any other remedies provided by law.

X. Contractor's Compliance with Laws

Contractor represents, warrants and covenants that it shall not export, directly or indirectly, Confidential Information or any portion thereof in violation of any relevant law or regulation, including without limitation any law or regulation of the United States government or any agency thereof. Contractor represents, warrants and covenants that it will comply with all applicable federal, state, and local laws and regulations related to the content of Confidential Information obtained from the County including, without limitation, laws, regulations, and requirements governing the privacy, security, exportation, and handling of Confidential Information.

XI. Notification of Breach

If Contractor becomes aware that Confidential Information has been obtained by a third party in a manner inconsistent with the provisions of this Agreement, Contractor shall promptly notify County of such breach of confidentiality in writing via (1) delivery by hand or overnight courier, and (2) email at the email address below:

County of Orange Office of the District Attorney-Public Administrator
Susan Aramesh Price, Senior Assistant District Attorney, Project Manager
300 N. Flower Street
Santa Ana, CA 92703
Office: (714) 347-8723
Email: susan.price@ocdistrictattorney.gov

XII. Signed Individual Acknowledgements

Each individual who is an employee, legal advisor, financial advisor, consultant, of Contractor or its Affiliates who receives Confidential Information must complete and execute an Information Confidentiality Acknowledgment Form, similar to Attachment G of Contract MA-026-26010077, prior to receipt of Confidential Information that acknowledges the records contained in the non-network shared drive are confidential and that the individuals are subject to criminal and civil action if they violate any confidentiality laws.

ATTACHMENT F

CERTIFICATION OF RETURN OR DESTRUCTION AND NON-DATA BREACH

Upon the earlier of the closing of this project engagement, as a result of completion and/or other means, or the request (at any time) of County, Contractor shall (1) thoroughly complete the tables herein with information sufficient to allow the County to account for its documents, materials, and information and ensure their secure return or destruction; (2) at the County’s option and pursuant to the County’s written authorization: (a) return all copies of documents, materials, and information obtained from, or on behalf of, the County; and/or (b) securely destroy all documents, materials, and information obtained from, or on behalf of, the County; and (3) sign the certification below.

In the event Contractor returns documents, materials, and information to the County, the Contractor shall thoroughly complete the following table (including additional lines as needed):

Vendor	Project	What was supplied to the Vendor and Date	What was returned to the County and Date

In the event the County authorizes certain documents, materials, and information not to be returned to the County and authorized their destruction, Contractor shall securely destroy the residual data in accordance with secure destruction NIST Special Publication 800-88 Revision 1 (or the most current version) or a documented manner acceptable to the County Chief Security Officer and thoroughly complete the following table (including additional lines as needed):

Vendor	Project	Unique Certificate Number	What was securely destroyed?	When it was securely destroyed?

The undersigned hereby certifies that Contractor has returned or securely destroyed all copies of documents and materials provided to it by, or on behalf of, the County of Orange, as described on the attached Receipt Acknowledgements, other than those documents and materials listed in Attachment A to this certification. The undersigned further certifies that there have been no known or suspected

data breaches pertaining to the documents and materials described on the attached Receipt Acknowledgments while they were in the possession, custody or control of Tevora Business Solutions, Inc. and its approved Affiliates, if any.

Contractor

Name: _____

Title: _____

Signature: _____

Date: _____

MODEL CONTRACT

ATTACHMENT G

INFORMATION CONFIDENTIALITY ACKNOWLEDGEMENT FORM

As an employee, contractor, affiliate, or volunteer of **The Office of the District Attorney**, you may have access to confidential criminal records, Department of Motor Vehicle (DMV) records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on **both** the “need to know” and the “right to know” at the same time. “Need to know” means you have a legitimate business purpose for having access to the information. “Right to know” means you have legal authority pursuant to both law and office policy to have access to the information. Misuse of such information may adversely affect an individual’s civil rights, and violates the law and/or CLETS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public record and CLETS information. California Vehicle code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information. Penal Code Sections 11142 and 13303 state:

“Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.”

In addition, the Privacy Act of 1974 and the Computer Fraud and Abuse Act of 1986 are two federal statutes affording criminal and civil liability for violations of privacy and security provisions.

Any employee, contractor, affiliate, or volunteer who is responsible for confidential information misuse is subject to immediate dismissal from employment or termination of contract. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS AND CRIMINAL JUSTICE ACCESSIBLE INFORMATION.

Signature: _____
Title: _____
Date: _____

Print Name: _____
Unit or Company: _____

ATTACHMENT H**COMPLIANCE WITH COUNTY OF ORANGE POLICIES AND PROCEDURES****Policies and Procedures**

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract including, but not limited to <https://cio.ocgov.com/egovernment-policies>. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

Security Requirements

- Contractor employees must conduct County business strictly from Contractor provided devices.
- County data must not be transmitted to personal devices, personal emails, or personal cloud storage locations of Contractor employees.
- All Contractor employees with access to County network and resources must annually complete the County cybersecurity awareness training (CSAT). It is incumbent upon Contractor to ensure that new employees with access to County network complete CSAT within 30 days of employment and at least annually.

Remote Access

If required and approved by County, Contractor employees will gain remote access to County network. Access will be limited to applications and resources necessary for Contractor to perform duties identified in this agreement