

**ORANGE COUNTY HEAD START, INC.
2501 S. PULLMAN STREET
SANTA ANA, CA 92705**

SAMPLE CONTRACT

THIS AGREEMENT, entered into as of this ___ day of _____ 20___, by and between ORANGE COUNTY HEAD START, INC., of the County of Orange, State of California, hereinafter referred to as "OCHS" and _____, of the County of _____, State of _____, hereinafter referred to as the "Contractor."

WITNESSETH THAT:

OCHS and the Contractor do mutually agree as follows:

1. The Contractor shall, in a satisfactory and proper manner as determined by OCHS perform as follows:
2. The Contractor shall commence performance of the Contract on the 1st day of July 2022.
3. The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by the OCHS or the Department of Health and Human Services (DHHS), to assure a proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to OCHS, DHHS or the Controller General of the United States or any authorized representative of OCHS. Records will be retained for a minimum of three (3) years after the expiration of this Contract unless permission to destroy them is granted by both OCHS and the DHHS.
4. It is expressly understood and agreed that in no event will the total amount to be paid by OCHS to the Contractor under this agreement less an in-kind donation (non-Federal share) in the amount of \$ _____ exceed \$ _____, for full and complete satisfactory performance. Pricing shall remain fixed and may not be increased except for reasons which are beyond the Contractor's control and unforeseeable at the time this contract is entered into. Increases shall have prior written approval from the Regional Office as designated by DHHS.
5. **Invoices/Method of Payment:** All payments shall require a written invoice from the Contractor. All invoices shall state OCHS' Contract No., Purchase Order No., Work Order No., any in-kind donations itemized and the name and address to which payment shall be made. Payment shall be made within 30 days after receipt of invoice *and* satisfactory acceptance from the OCHS Project Manager.
6. **CONDITIONS GOVERNING GRANTS** The Contractor agrees to assist the Agency in complying with all the "Conditions Governing Grants" under Sections 204 and 205 of the Economic Opportunity Act of 1964 as amended by Community Services Act of 1974 and other amendments as the DHHS may stipulate.
7. **POLITICAL ACTIVITY PROHIBITED** None of the funds, materials, property or services contributed by OCHS or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office, as ordered by the Hatch Act.
8. **RELIGIOUS ACTIVITY PROHIBITED** There shall be no religious worship, instruction or proselytization as part, or in connection with, the performance of this Contract.
9. **COMPLIANCE WITH LOCAL LAWS** The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments.
10. **PERMITS AND LICENSES** The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments.
11. **REPORTS AND INSPECTIONS** The Contractor shall make financial, program progress and other reports as requested by OCHS or the Director of DHHS, and will arrange for on-site inspection by OCHS or DHHS representatives at the request of either.
12. **DETERMINATION OF CONTRACT** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner, his/her obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the DHHS under which this Contract is made is terminated by DHHS, OCHS shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully imposed by DHHS on the grant or Contract under which the OCHS is performing the program to which these professional services are being rendered, OCHS shall have the right to terminate the Contract by giving written notice to the Contractor, signifying the effective date thereof. No fines or penalties will be assessed to OCHS as a result of the termination of this contract.
13. **DISPUTE RESOLUTION** Any dispute or difference arising out of or in connection with this contract shall be sought to be resolved by arbitration between all parties prior to resolution by the court of competent jurisdiction in the State of California, County of Orange. The arbitration fees shall be split evenly between both parties.
14. **CHANGES** This is a completely integrated agreement and contains the entire agreement between the Contractor and OCHS. This agreement may not be amended except in writing, and signed by both parties. OCHS may, from time to time, request

changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be mutually agreed upon in writing by and between amendments or change orders to the Contract and, if applicable with prior written approval from the Regional Office designated by the DHHS.

- 15. **NOTICE TO PROCEED** This executed contract is not to be used as a Notice to Proceed. The official Notice to Proceed shall be issued by the OCHS Project Manager.
- 16. **INSURANCE** General Liability Insurance shall be maintained by the Contractor to protect the Contractor, its employees, and officers, and, OCHS, its governing board, its officers and its employees, from any claims for damages, personal injury, or malpractice suits. Contractor will furnish OCHS a Certificate of Insurance and CG-2010 endorsement or equivalent prior to the commencement of services. General Liability Insurance shall have a combined single limit of One Million Dollars (\$1,000,000.) Additional coverage of Umbrella, Workers' Compensation and Auto Insurance shall also be maintained and each line of coverage shall have a limit of One Million Dollars (\$1,000,000) of which OCHS shall be named as Additional Insured with the exception of Workers' Compensation insurance.
- 17. **HOLD HARMLESS & WAIVER OF LIABILITY** The Contractor shall hold harmless and indemnify OCHS, its governing board, its officers and employees from every claim or demand which may arise from the performance of this Contract. The Contractor, at his/her own risk and expense shall defend any legal proceeding that may be brought against OCHS, its governing board, on any such claim or demand, and satisfy any judgment that may be rendered against OCHS, its employees or the Board of Directors therein as it pertains to this Contract. This waiver of liability shall remain in force for a period of one year from the date of the termination of this contract.
- 18. **NON-COLLUSION AFFIDAVIT** The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the Vendor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other vendors, or with any official of Orange County Head Start, Inc. (OCHS) or any employee thereof, or any person, firm or corporation under contract with OCHS whereby the Vendor, in order to induce the acceptance of the foregoing bid by OCHS, has paid or is to pay to any other vendor or to any of the aforementioned persons anything of value whatsoever, and that the Vendor has not, directly or indirectly entered into any arrangement or agreement with any other vendor or vendors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing bid.
- 19. **CONFLICT OF INTEREST** Such a conflict exists when an OCHS employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization to which he or she belongs that was involved in the selection of the Contractor has a financial or other interest in the Contractor selected for an award. OCHS' officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to sub-agreements. OCHS' standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers, or agents of the recipients.
- 20. **CONFIDENTIALITY** The Contractor agrees not to disclose or to use, directly or indirectly, except as contemplated herein, any proprietary or confidential data, any information relating to children, serviced by OCHS which may be disclosed to or by the Contractor in connection with the Contractor's activities hereunder.

Contractor

Authorized Signature

Print Name & Title

Date

Address

City, State, Zip Code

Telephone Number / E-mail

Taxpayer I.D. or Employer I.D.

Orange County Head Start, Inc.

Authorized Signature

Colleen Versteeg
Executive Director

Date

STATEMENT OF COMPLIANCE

Contractor hereby agrees to adhere to all federal conditions and requirements set forth below.

The following provisions applicable to ALL Contractors:

45 CFR 74, Appendix A --Contract Provisions All costs resulting from this contract, including small purchases, shall be treated as a direct cost to the DHHS grant under which this contract is made.

45 CFR 74, Appendix A(1) --Equal Employment Opportunity All contracts and purchase orders in excess of \$100,000 shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

45 CFR 74, Appendix A(7) --Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who apply or bid for an award of more than \$100,000 certifies and will complete a disclosure form, if required to meet the following conditions. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. (See also 45 CFR part 93).

45 CFR 74, Appendix A(5) --Rights to Inventions Made Under a Contract or Agreement Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by HHS.

45 CFR 74, Appendix A(8) --Debarment and Suspension (E.O.s 12549 and 12689) Certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold hereby certify their exclusion status and that of their principals at the time this contract is executed.

45 CFR 74, Appendix A(4) --Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by Department of Labor regulations, 29 CFR part 5. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

45 CFR 74, Appendix A(6) --Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

The following provisions applicable only to "Construction/Renovation" Contractors:

45 CFR 74, Appendix A(2) --Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

45 CFR 74, Appendix A(3) --Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) All construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act, 40 U.S.C. 276a to a-7, and as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.

Contractor

Authorized Signature

Print Name & Title

Date

-FOR OFFICE USE ONLY-

Submitting Manager/Department _____ Charge Account # _____

In-Kind Contribution \$ _____ In-kind Accrued to Dept. _____ W-9 Received Y/N

Construction/Renovation Contracts:

Insurance Limits Met Y/N OCHS Named As Add'l Insured Y/N CG-2010/Equivalent Received Y/N

Date COI w/ endorsement(s) Rec'd _____ Date scanned to Central File _____ Date scanned to Origin Dept. _____