



CONTRACT NO. MA-042-2101020

FOR

**CONTINUUM OF CARE – POINT IN TIME
COUNT**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

KINGDOM CAUSES, INC. DBA CITY NET

Contract No. MA-042-2101020
FOR
CONTINUUM OF CARE – POINT IN TIME COUNT
WITH
KINGDOM CAUSES, INC. DBA CITY NET

This Contract Number MA-042-2101020 (“Contract”), is made and entered into this 1ST day of September, 2020 (“Effective Date”) between Kingdom Causes, Inc. dba City Net (“Contractor”), with a place of business at 346 Termino Avenue, Long Beach, CA 90814, and County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as “Party” or collectively as “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Budget Schedule/Compensation
- Attachment C – Staffing Plan
- Attachment D – Certification Regarding Anti-Lobbying
- Attachment E – CoronaVirus Relief Fund Recipients

RECITALS

WHEREAS, on February 26, 2020, the County’s Health Officer declared a local health emergency in response to the novel coronavirus (named “COVID-19”) emergency and outbreak threat in Orange County, as necessary for the preservation of public health and safety; and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in the State of California as a result of the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide,

Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund and the County received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act, provides that payments from the CARES Act funds may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, County wishes to contract with Contractor for the provision of Continuum of Care Point in Time Count services described herein involving individuals experiencing homelessness in Orange County; and

WHEREAS, Contractor is agreeable to the rendering of such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to 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 scope 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 accordance with Attachment B, Budget Schedule/Compensation, after satisfactory acceptance.
- G. **Intentionally Left Blank.**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor is solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor shall, in accordance with the more specific requirement contained in Paragraph Y, 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 and 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 and County shall have the right to immediately terminate this Contract for cause pursuant to Paragraph 22, Termination.
- 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. **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.
- L. **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.
- M. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by 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 strictly adhere to, and obey, all governmental rules and regulations promulgated by any local, State or Federal governmental entity; 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.
- N. **Insurance Requirements:** Prior to the provision of services under this Contract, Contractor shall purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor shall keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor

pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured. 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 SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract without penalty.

Qualified Insurer

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

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

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

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|---|
| 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 |
| Professional Liability | \$1,000,000 per claims-made \$1,000,000 aggregate |
| Network Security & Privacy Liability | \$1,000,000 per claims made |

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 must 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 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 must state **AS REQUIRED BY WRITTEN CONTRACT**.

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

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar 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 County may suspend or terminate this Contract without penalty.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be forwarded to the agency/department address listed in Paragraph 19, Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, County may terminate this Contract for cause pursuant to Paragraph 22, Termination.

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) calendar 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.

O. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written approval.

P. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and 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 County.

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

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect 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 County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

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 Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. 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.

- Q. **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 thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies.
- R. **Confidentiality:** All materials, documents, data, reports, information, or other materials obtained from County data files or any County medium or furnished to Contractor by County or any third party during the term of this Contract and created, generated or modified by County or by Contractor through the provision of services, including all intellectual property rights in or pertaining to the same, ("County Data") is owned solely and exclusively by County and shall be considered confidential. Contractor and Contractor's staff, agents and employees shall hold County Data in strict confidence and maintain the confidentiality of County Data pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Contractor shall not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, County Data to third parties other than employees, agents, or subcontractors who require County Data for performance of this Contract and shall not use County Data for any purpose other than for performance of this Contract. Contractor shall advise and require its employees, agents, and subcontractors of their obligations to keep all County Data confidential in compliance with this paragraph. All County Data, including copies, must be promptly returned or delivered to County upon expiration or termination of this Contract pursuant to Paragraph 22, Termination.
- S. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all federal, state, and local standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and in accordance with the more specific requirements in Paragraph Y, Contractor shall indemnify, defend and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- T. **Intentionally Omitted.**
- U. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such term, covenant, condition, or provision shall be deemed stricken and the remainder shall remain

in full force and effect and shall in no way be affected, impaired or invalidated thereby. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

- V. **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.
- W. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of its 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 it has 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.
- X. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from employer sanctions and any other liability which may be assessed against Contractor or 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.
- Y. **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, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- Z. **Audits/Inspections:** Contractor shall permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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. County will provide reasonable notice of such an audit or inspection.

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

Contractor shall maintain such records for possible audit for a minimum of ten (10) years after final payment unless a longer period of records retention is stipulated under this Contract or by law. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the ten (10) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Contractor shall include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

AA. Contingency of Funds: This Contract is subject to and contingent upon inclusion of sufficient funding for the services hereunder in the budget approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty to County. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon state budget approval and receipt of funds from, and/or appropriation of funds by, Federal, State of California and/or local funds to County. If such approval, funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. Termination under this paragraph is without prejudice to any obligations or liabilities of either Party already accrued prior to termination. In the event County terminates this Contract under this paragraph, County's obligation to pay Contractor any amounts due is limited by, and subject to, legally available funds.

BB. Expenditure Limit: Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five (75) percent of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisors approval may be required.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County shall procure Continuum of Care – Point in Time Count Services as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.

2. **Term of Contract:** This Contract shall commence on date of execution through and including June 30, 2020. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.

3. **Breach of Contract:** The failure of 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, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Paragraph 22, Termination;
 - b) Afford 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 Contractor for and during the period in which Contractor is in breach; and
 - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

4. **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.

5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. 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 County.

6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors’ policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by 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 and key personnel from providing services to County

under this Contract. The County's Project manager shall notify Contractor in writing of such action. 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. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

Further, Contractor warrants that all persons employed to provide services under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

8. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of ten (10) years after final payment is received from County. Storage of records in another county will require express prior written approval from the assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
10. **Contractor's Expense:** Contractor is responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all "out of pocket" expenses incurred by Contractor during the performance of the services under this Contract, unless otherwise specified. Contractor is responsible for payment of all parking costs and expenses incurred at a County facility while performing services under this Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will at no point provide free parking to Contractor in the County Civic Center.
11. **Non-Supplantation of Funds:** Contractor shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
12. **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. 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 County, on its own initiative, has already rendered such a final decision.
 2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, 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 Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of 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 County does not render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for cause or terminate for convenience as stated in Paragraph 22, Termination.

13. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) 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.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
16. **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, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not

assume that County will discover errors and/or omissions. If 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 County or others discover errors or omissions in the reports, files or other written documents submitted by 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 County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

17. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. 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, Contractor shall 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. Contractor shall 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. Contractor shall 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 shall 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.

18. **News/Information Release/Social Media:** 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 express prior written approval of said news releases from County through the County's Project Manager.

If County provides written approval for Contractor's use of social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

19. **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.

For Contractor: Name: Kingdom Causes, Inc. dba City Net
 Attention: Dr. Brad Fieldhouse
 Address: 4508 Atlantic Avenue, Suite 292
 Long Beach, CA 90807
 E-mail: brad@citynet.org

For County: Name: County of Orange HCA Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 405 W. 5th St. Ste. 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
21. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express prior written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by County to subcontract, the subcontract shall incorporate by reference and not conflict with the terms of this Contract and, in the case of any conflict or inconsistency, this Contract shall take precedence over the terms of the subcontract. The approval to subcontract shall not relieve Contractor in any way of its responsibility for performance of the work. Contractor is solely responsible for the performance of work under this Contract and remains responsible and liable for acts and omissions of each subcontractor to the same extent as if such acts or omissions were by Contractor. County shall look to Contractor for performance and indemnification and have no direct contact with any subcontractor in matters related to this Contract. All work performed by a subcontractor must meet the approval of County, as stated elsewhere in this Contract. Any noncompliance by any subcontractor with provisions of this Contract shall constitute breach by Contractor.

22. **Termination:** In addition to any other remedies or rights it may have by law and those set forth elsewhere in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause includes, but is not limited to, any breach of

contract, any misrepresentation or fraud on the part of Contractor, and any conduct by Contractor that may expose County to liability or endanger the value, integrity, or security of County systems, County Data, or County's facilities or personnel. County's decision to exercise its right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligations, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

After receipt of a termination notice from County, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination and submission of a termination claim, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract for which County is obligated to pay and subject to Paragraphs 3 and 12, 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.

23. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor shall supply services and/or commodities requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
24. **Usage Reports:** 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 ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
25. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
26. **Debarment:** To the extent applicable, Contractor certifies that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or

voluntarily excluded from participation in a contractual transaction by any state or federal department or agency.

27. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
28. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
29. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **Publicity:** County owns all rights to the name, trademarks, logos, and symbols of County. The use and/or reproduction of County's name, trademarks, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
31. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
32. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express prior written consent of County.
33. **No Third Party Beneficiaries:** This Contract is an agreement by and between the Parties and does not: (a) confer any rights upon any of the employees, agents, or contractors, of either Party or upon any other person or entity not a party hereto; or (b) preclude any

actions or claims against, or rights of recovery from, any person or entity not a party hereto.

34. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.

35. **Contract Work Hours and Safety Standards Act:**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* Contractor and subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

36. **Clean Air Act And The Federal Water Pollution Control Act:**

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

37. **Suspension and Debarment:**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

39. **Procurement of Recovered Materials:**

i. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

40. **Access To Records:**

(1) Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

41. **Department of Homeland Security (DHS) Seal, Logo, And Flags:**

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

42. **Compliance with Federal Law, Regulations, And Executive Orders:**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

43. **No Obligation by Federal Government:**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

44. **Program Fraud and False Or Fraudulent Statements Or Related Acts:**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

45. **Payment of CARES Act Grant Amount:**

- a. Payment of CARES Act grant funds under this Contract shall occur only if Contractor's invoice is for costs that are eligible expenses under, and used in a manner consistent with, the following:
 - i. The grant amount is provided to pay for eligible expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved by Contractor as of March 27, 2020; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
 - ii. The grant amount in accordance with all Federal and State laws, including but not limited to 42 U.S.C. § 801, subsection (d), and all applicable regulations and guidelines, including guidance issued by the Department of Treasury regarding costs that are payable from Coronavirus Relief Funds, which includes but is not limited to Guidance for State, Territorial, Local, and Tribal Governments dated April 22, 2020 and Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020.
- b. Contractor shall provide supporting documentation requested by County that identifies the reasonable costs and demonstrates how the costs were used in a manner consistent with subsection (a). Contractor shall maintain this supporting documentation consistent with the record retention requirements in this Contract.
- c. The provisions in this paragraph shall survive termination or expiration of this Contract.

46. **Statutes and Regulations Applicable to CARES Act Grant Amount:**

To the extent Contractor receives federal funds under this Contract, Contractor must comply with all applicable requirements of State, Federal, and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Contract. Contractor must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract. These requirements include, but are not limited to:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) Circulars: Contractor must comply with all Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) Circulars.
- b. Single Audit Act: Contractor must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.
- c. Political Activity Prohibited: Contractor must ensure none of the funds, materials, property or services provided directly or indirectly under this Contract are used for any partisan political activity, or to further the election or defeat of any candidate for public office. Nor may funds provided under this Contract be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

47. **Reports for CARES Act Grant Amount:** Contractor shall provide any report reasonably requested by County. In such reports, County may require Contractor provide any documentation County needs in order to comply with County's requirements under the guidance issued by the Department of Treasury regarding reporting requirements, which includes but is not limited to Coronavirus Relief Fund Reporting and Record Retention

Requirements dated July 2, 2020 (Attachment E). Contractor shall maintain supporting documentation for the reports consistent with the record retention requirements in this Contract.

48. **Records Inspection:** In addition to any other record inspection obligations in this Contract, at any time during normal business hours and as often as either County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, Contractor must make available for examination all of its records with respect to all matters covered by this Contract. County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. Contractor shall provide any reports requested by County regarding performance of this Contract. With respect to inspection of Contractor's records, County may require that Contractor provide supporting documentation to substantiate Contractor's expenses with respect to Contractor's use or expenditure of federal funds paid under this Contract.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-2101020 the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor:

Brad Fieldhouse

Executive Director

Print Name

Title

DocuSigned by:

BRAD FIELDHOUSE

7/27/2020

166AEC444286466...

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

Approved as to form Office of the County Counsel Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

Brittany McLean

7/27/2020

9713A4061D4343D...

Date

ATTACHMENT A

SCOPE OF WORK

Project Title: 2021 Point In Time Count and Survey

I. INTRODUCTION:

Contractor shall provide planning, implementation and reporting services for the 2021 Point in Time Count (PIT) to County and its advisory group, the Orange County Continuum of Care Board (CoC Board) which acts on behalf of the Orange County Continuum of Care (CoC).

II. BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires that each Continuum of Care (CoC) conduct a Point in Time (PIT) count of unsheltered homeless persons at least biennially or every odd year. This census is conducted in accordance with the HUD guidelines and is required to capture households' demographic information such as single adults, families and specific subpopulations, including veterans, victims of domestic violence and youth, as well as the incidence of certain characteristics or conditions among the homeless population such as chronic homelessness and disabling conditions. HUD requires that the count be conducted during the last 10 days in January.

PIT counts are a critical source of data on the number and characteristics of people experiencing homelessness in a community. The PIT data is used to measure homelessness on a local and national level and are published annually on the HUD Exchange website, which can be viewed by CoCs and the general public. PIT count data are also provided annually to Congress as part of the Annual Homeless Assessment Report.

PIT count data and CoC efforts to produce an accurate count also play a critical role in the annual CoC Program Competition. HUD requires CoCs to submit PIT count data and information on the methodology used to generate their sheltered and unsheltered counts. HUD uses this information to ensure that the data is valid and reliable and then to evaluate the progress CoCs are making on reducing homelessness generally and among specific subpopulations. Collecting valid and reliable data and making progress on reducing homelessness are scoring factors in HUD's CoC Program Competition and can influence CoC Program funding awards by increasing the likelihood of receiving additional funding to address homelessness.

The 2021 PIT process will replicate the 2019 PIT count process with upgraded methodology and implement a comprehensive PIT with enhanced data collection regarding demographics, needs and locations where homeless persons are found. It will include the collaboration of various stakeholders and utilize the expertise of County staff and contractors. The 2021 PIT count will incorporate the use of technology such as ArcGIS survey mapping to help identify local "hot spots" (geographical areas where a large number of individuals and families experiencing homelessness are located) and smartphone applications to capture demographics and information about the characteristics of individuals and families experiencing unsheltered homelessness in Orange County.

III. SCOPE OF SERVICES:

Contractor shall provide services in the following areas:

- A. Act as PIT Project Lead for the 2021 Unsheltered Count.
- B. Collaborate with Urban Initiatives and other vendors to create survey questions, data analysis tools and a final report.
- C. Collaborate with the Orange County CoC and CoC member agencies to develop sufficient resources for the PIT, including volunteer recruitment and staffing of Deployment Centers.

A. Act as PIT Project Lead for the 2021 Unsheltered Count

For the 2021 Unsheltered Count, under County direction and in coordination with the Orange County CoC Board, Contractor shall:

- Collaborate with County staff including Orange County Housing & Community Development, Office of Care Coordination, Orange County Information Technology, Orange County Public Works, Orange County Sheriff's Department (OCSD) and other local and regional public agencies to design and implement the project
 - Ensure that all HUD PIT standards and guidelines are followed throughout the implementation
 - Submit monthly progress reports to the CoC Board and County staff
 - Facilitate regular PIT planning and community group meetings (in-person meetings, conference calls or webinars, as appropriate)
 - Work with County staff to establish a timeline for final development of survey tool and methodology.
 - Assist in the development and management of the project informational website.
- B. Collaborate with Urban Initiatives and other contractors/vendors to create survey questions, data analysis tools and a final report**
- Partner with Urban Initiatives and County staff to create the actual survey leveraging design, technology and technical achievements and field implementation accomplishments from previous PIT counts and other local and regional censuses.
 - Provide data and information as needed to assist Urban Initiatives in the creation of final reporting documentation and HUD reporting.
- C. Collaborate with the Orange County CoC and other CoC member agencies to develop sufficient resources for the PIT, including volunteer recruitment and staffing of deployment centers.**

IV. PROJECT DESIGN

To design the project in a fashion consistent with CoC values and objectives, Contractor shall:

- Facilitate working groups and community group(s) to develop methodology that is consistent with HUD guidelines.
- Participate in meetings with research team to develop a survey tool that is consistent with HUD guidelines.
- Work with County staff to establish a timeline for final development of survey tool and methodology.
- Serve as the focal point between homeless service providers and local public entities on the methodology, status and needs of the project.
- Seek additional project resources to supplement the cost of activities of the PIT effort.

- Develop and manage the project informational website.
- Be responsible for communication of ongoing project status via management and updates of project planning tools and status reports.
- Facilitate the use of Homelessness Management Information Systems (HMIS) as a source of shelter data to support project efforts.
- Provide ongoing progress and updates through frequent and scheduled status reports with County staff.
- Attend and participate in Commission to End Homelessness, CoC Board and Office of Care Coordination meetings as needed and requested.
- Coordinate contract procurement and approvals with County staff.
- Incorporate guidance from state and federal agencies regarding preventing and mitigating guidelines related to COVID-19.

V. PROJECT IMPLEMENTATION

To implement the project in a fashion consistent with CoC values and objectives, Contractor shall:

- Partner with the Orange County CoC and other CoC member agencies on development of volunteer recruitment, training curriculum, training sessions and deployment activities.
- Partner with Urban Initiatives and County staff to create the actual survey tools, including:
 - Survey questions guided by HUD Methodology
 - Technical tools and mobile applications to implement the census in the field.
- Complete mapping process of the geographic area of Orange County based upon agreed process with County staff.

VI. PROJECT REPORTING

To report on the project in a fashion consistent with CoC values and objectives, Contractor shall:

- Provide data and information as needed to assist Urban Initiatives in the creation of final reporting documentation and HUD reporting, including information on results and methodology
- Participate in final report presentations and information dissemination to CoC and community stakeholders as identified by the CoC.

VII. Timeline of Deliverables

| Section | Title | Description | Due Date |
|---------|--------------------|--|--------------------------------|
| | Ongoing Activities | a. Project management meetings b. Status reporting | September 2020 to June 2021 |
| 1 | Launch activities | a. Formation of community input meetings and/or committees b. Methodology assessment and alignment with HUD guidelines, taking into account possible impacts related to COVID-19 c. Plan mapping activities with local law enforcement and regional partners | September 2020 to October 2020 |

| | | | |
|---|--|--|---------------------------------|
| | | <ul style="list-style-type: none"> d. Technology and technical assistance meetings to plan and data collection surveys and application tools e. Design volunteer recruitment and training strategies | |
| 2 | Mapping | <ul style="list-style-type: none"> a. Implement mapping activities leveraging previous maps from PITs and local/regional censuses along with new community input b. Coordinate mapping activities with OC Public works as needed c. Create and field-test maps | September 2020 to December 2020 |
| 3 | Volunteer Recruitment | <ul style="list-style-type: none"> a. Recruit community volunteers to meet projected needs b. Implement training methodologies and materials, including recorded videos and virtual trainings c. Develop alternate volunteer plans in preparation for potential impacts related to COVID-19 | September 2020 to January 2021 |
| 4 | Technology and Mobile applications and Tools | <ul style="list-style-type: none"> a. Design, test and implement mobile application survey tools | October 2020 to December 2020 |
| 5 | Deployment Activities | <ul style="list-style-type: none"> a. Identify two deployment centers per Service Planning Area b. Prepare deployment center to allow for proper guidelines related to COVID-19 c. Deploy staff and volunteers to implement the 2021 PIT | December 2020 to January 2021 |
| 6 | Analysis and Data Management | <ul style="list-style-type: none"> a. Partner with the County and Urban Initiatives to deliver raw data and assist in analysis b. Prepare data tables and analysis related to project coordination activities, including volunteer hours | February 2021 to March 2021 |
| 7 | Reporting and Dissemination | <ul style="list-style-type: none"> a. Assist the County, Urban Initiatives and other stakeholders in sharing the results of the 2021 PIT count, including preparation of presentation materials b. Coordinate with the County in providing community presentations on the results of the 2021 PIT count c. Participate in debriefing meetings to discuss lessons learned and next steps | April 2021 to June 2021 |

ATTACHMENT B

BUDGET SCHEDULE/COMPENSATION

Project Title: 2021 Point In Time Count and Survey

| Project Costs | Total |
|--|------------------|
| Project Activity: Salaries and Benefits 7.8 FTEs: Project Manager, 3 Community Liaison, Data Analyst, Public Affairs, Event Staff, and Executive Leadership | \$328,192 |
| Project Activity: Operations and Program Expenses Staff supplies, mileage, ArcGIS subscriptions, participant incentives, volunteer hospitality, event supplies, printer materials, communications, personal protective equipment | \$77,609 |
| Project Activity: Materials and Supplies Electronic equipment (phones, computers) uniforms, copies, office supplies, IT support, financial audit and liability insurance | \$12,350 |
| Project Activity: Administration 10 percent indirect cost, including general expenses incurred by City Net but not direct borne by the project. | \$41,849 |
| Total: | \$460,000 |

1. **COMPENSATION:** This is a cost reimbursement Contract between County and Contractor as set forth in Attachment A. Contractor shall accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder, even if the actual cost to Contractor for the services in Attachment A exceeds the Contract's total not to exceed amount. County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and O of the County's General Terms and Conditions.
2. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
3. **PAYMENT TERMS:** Contractor shall submit requests for reimbursement to County on a monthly basis beginning on September 1, 2020, and must provide adequate documentation as required by County in this Contract. The invoice for activities/services shall be submitted to the address specified below upon the completion of the activities/services and approval of the County Project Manager. 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 of Orange and verified and approved by HCA subject to routine processing requirements of County. The responsibility for providing an acceptable invoice rests with Contractor. Billing shall cover services not previously invoiced. Contractor shall reimburse County any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.

Contractor has forty-five (45) calendar days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) calendar day period for submitting invoices has expired, Contractor shall be ineligible for any further reimbursement.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. Invoice(s) are to be sent to:

Orange County Health Care Agency
405 W. 5th St. Suite 600
Santa Ana, CA 92701
csinvoices@ochca.com

4. **INVOICING INSTRUCTIONS:** Contractor will provide a monthly invoice on Contractor's letterhead for services rendered. Each invoice will include the following information:

1. A unique invoice number without spaces or dashes
2. A description of services provided
3. Total amount claimed
4. The invoice is for services provided within the contract period
5. The invoice is billing the County of Orange or Health Care Agency or both
6. Contractor's name
7. Contractor remittance address
8. Contractor letterhead
9. Date
10. Expenditure and Revenue (E&R) Report

ATTACHMENT C**STAFFING****Project Title: 2021 Point In Time Count and Survey**

| Title | Role | FTE |
|----------------------|--|------------|
| Project Manager | Project direction, staff oversight, County liaison | 1.0 |
| Community Liaison | Mapping process and volunteer recruitment and training | 3.0 |
| Data Analyst | Data design and management | 0.75 |
| Public Affairs | Communications, public relations and donations | 0.75 |
| Event Staff | Staff to support with 2021 PIT implementation including surveyors, deployment center | 1.3 |
| Executive Leadership | Supervision, operations, billing, finance, human resources and reporting | 1.0 |
| Total FTE | | 7.8 |

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

County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

ATTACHMENT D

CERTIFICATION REGARDING ANTI-LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, Idea Hall, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

168AEC444288466...
 Signature of Contractor's Authorized Official

BRAD FIELDHOUSE Executive Director

Name and Title of Contractor's Authorized Official

7/27/2020

Date

CORONAVIRUS RELIEF FUND RECIPIENTSDEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220OFFICE OF
INSPECTOR GENERAL

July 2, 2020

OIG-CA-20-021

MEMORANDUM FOR CORONAVIRUS RELIEF FUND RECIPIENTSFROM: Richard K. Delmar /s/
Deputy Inspector GeneralSUBJECT: Coronavirus Relief Fund Reporting and Record Retention
Requirements

Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 115-136), provides that the Department of the Treasury (Treasury) Office of Inspector General (OIG) is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Accordingly, we are providing recipient reporting and record retention requirements that are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

Reporting Requirements and Timelines

Each prime recipient of Coronavirus Relief Fund payments¹ shall report Coronavirus Disease 2019 (COVID-19) related "costs incurred" during the "covered period"² (the period beginning on March 1, 2020 and ending on December 30, 2020), in the manner of and according to the timelines outlined in this memorandum. As described below, each prime recipient shall report interim and quarterly data and other recipient data according to these requirements. Treasury OIG is working on development of a portal with GrantSolutions³ that is expected to be operational on

¹ Prime recipients include all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct payment from Treasury in accordance with Title V.

² Refer to Treasury's guidance dated June 30, 2020 for more information on costs incurred and the covered period.

³ A grant management service provider under the U.S. Department of Health and Human Services.

September 1, 2020, for recipients to report data on a quarterly basis. Until the GrantSolutions portal is operational, each prime recipient shall follow the interim reporting requirements. Treasury OIG will notify each prime recipient when GrantSolutions is operational or of any changes to the expected September 1, 2020 start date.

Interim Reporting for the period March 1 through June 30, 2020

By no later than July 17, 2020, each prime recipient is responsible for reporting costs incurred during the period March 1 through June 30, 2020. For this interim report, prime recipients need only report totals by the following broad categories:

- a. Amount transferred to other governments;
- b. Amount spent on payroll for public health and safety employees;
- c. Amount spent on budgeted personnel and services diverted to a substantially different use;
- d. Amount spent to improve telework capabilities of public employees;
- e. Amount spent on medical expenses;
- f. Amount spent on public health expenses;
- g. Amount spent to facilitate distance learning;
- h. Amount spent providing economic support;
- i. Amount spent on expenses associated with the issuance of tax anticipation notes; and
- j. Amount spent on items not listed above.

Recipients should consult Treasury's guidance and Frequently Asked Questions in reporting costs incurred during the period March 1 through June 30, 2020. The total of all categories must equal the total of all costs incurred during that period. A spreadsheet is attached for your use in providing the data. As discussed below, the prime recipient will be required to report information for the period March 1 through June 30, 2020 into GrantSolutions once it is operational.

Interim reporting information should be submitted to CARES@oig.treas.gov

Quarterly Reporting

Each prime recipient of Coronavirus Relief Fund payments shall report COVID-19 related costs into the GrantSolutions portal. Data required to be reported includes, but is not limited to, the following:

1. the total amount of payments from the Coronavirus Relief Fund received from Treasury;
2. the amount of funds received that were expended or obligated for each project or activity;

3. a detailed list of all projects or activities for which funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity; and
4. detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

The prime recipient is responsible for reporting into the GrantSolutions portal information on uses of Coronavirus Relief Fund payments.

Recipient Portal Access: For future quarterly reporting, each prime recipient will have GrantSolutions portal access for three (3) individuals: two (2) designees (preparers) to input quarterly data and one (1) official authorized to certify that the data is true, accurate, and complete.⁴ **By no later than July 17, 2020**, please provide the name, title, email address, phone number, and postal address of these individuals via email to CARES@oig.treas.gov, so that portal access can be granted. After this information is received, guidance on the GrantSolutions portal access and data submission instructions will be issued separately.

Reporting timeline

By no later than September 21, 2020, recipients shall submit via the portal the first detailed quarterly report, which shall cover the period March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 days after each calendar quarter. For example, the period July 1 through September 30, 2020, must be reported no later than October 13, 2020 (Tuesday after the 10th day of October and the Columbus Day Holiday). Reporting shall end with either the calendar quarter after the COVID-19 related costs and expenditures have been liquidated and paid or the calendar quarter ending September 30, 2021, whichever comes first.

Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

⁴ The certifying official is an authorized representative of the recipient organization with the legal authority to give assurances, make commitments, enter into contracts, and execute such documents on behalf of the recipient.

(d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and
3. were incurred⁵ during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and

⁵ Refer to Treasury's guidance dated June 30, 2020 for more information on the definition of costs incurred.

10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

If you have any questions about this memorandum or need assistance complying with the reporting requirements, please contact Treasury OIG at CARES@oig.treas.gov. Thank you and we appreciate your assistance.