

CONTRACT

FOR

MENTAL HEALTH SERVICES ACT (MHSA)
CAPACITY BUILDING GRANT

BY AND BETWEEN

THE COUNTY OF ORANGE

and

PREMIER HOUSING SERVICES, INC.

CONTRACT

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Premier Housing Services, Inc., with a place of business at 12650 Westminster Avenue, Santa Ana, CA 92706; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for MHSA Capacity Building Grants; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the above mentioned product with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A and B, and Exhibits 1, 2 and 3, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 his designee, hereinafter "Purchasing Agent."
- 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.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County and, 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnities 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** 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 or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor nor its employees; nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor nor its employees; nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. **Insurance:**

Insurance Provisions

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

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

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

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

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 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.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **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 himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in

the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **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 their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or

State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will distribute grant fund monies to Contractor as set forth in the Scope of Work and Deliverables, which is attached hereto as, Attachment A and incorporated herein by this reference.
2. **Term of Contract:** The initial term of this Contract is for one (1) year effective on the date execution is completed by all necessary parties, or is approved by the County Board of Supervisors, whichever occurs later, continuing for one (1) year from that date, unless earlier terminated by County. This Contract may be renewed beyond the initial term for up to two (2) additional one-year terms with the written approval of the Director of OC Community Resources, or designee. The COUNTY is not obligated to give a reason or notice if it elects not to renew. Any further extensions require the approval of the County of Orange Board of Supervisors."
3. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from and/or appropriation of funds by the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract, including its Attachments. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments.
5. **Compensation:** Contractor agrees to accept the specified grant as set forth in, Attachment B 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.
6. **Project Managers – County and Contractor:** County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract.

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor shall appoint an Alternate Project Manager to act in the absence of the Project Manager. Contractor shall notify County in writing of Contractor's proposed Project Manager, Alternate Project Manager, and key management personnel. Contractor's Project Manager, Alternate Project Manager and key management personnel shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager. County's

Project Manager shall have the right to require the removal of Contractor's Project Manager and/or Alternate Project Manager and/or key management personnel from providing services to County under this Contract and the replacement of Contractor's Project Manager and/or Alternate Project Manager and/or key management personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's Project Manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's Project Manager and/or Alternate Project Manager and/or key management personnel from providing services to County under this Contract.

7. **Contractor Personnel:** In addition to the rights set forth in paragraph 6, immediately above, County's Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor's Project Manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one calendar day after written notice by County's Project Manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to County under this Contract.
8. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract, including, but not limited to, those specified in, Attachment A, Scope of Work. County's Project Manager and Contractor's Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, 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.
9. **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 four years after final payment is received from County. Storage of records in another county will require written approval from County.
10. **Conflict of Interest – Contractor:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, relatives, and sub-contractors, and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.
11. **Non-Disclosure:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor or Contractor-provided staff or sub- in the performance of this Contract will at all times remain the property of County. Such data or information may not be disclosed, used or copied for direct or indirect use outside this Contract by Contractor during or after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County or destroyed at the end of this Contract. Contractor agrees to sign a non-disclosure agreement prior to beginning work and an affidavit of data return and/or destruction at termination of this Contract.
12. **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. Afford Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and
 - b. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - c. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above; and
 - d. Terminate the Contract immediately without penalty.
13. **Contract Disputes:** 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 Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Purchasing Agent by way of the following process:
- a. Contractor shall submit to the agency/department Administrator 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.
 - b. 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.
 - c. 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.
 - d. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Purchasing Agent or his designee. If County fails to render a decision within 90 days of receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions.
14. **Orderly Termination:** 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
15. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given upon actual delivery, if delivery is by hand or upon delivery by the United States mail if delivery is by postage-paid registered or certified return-receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

Premier Housing Services, Inc.
 12650 Westminster Ave.
 Santa Ana, CA 92706
 Attn: Minh Nguyen, Program Manager
 714-232-2025
 E-mail: minh@cdvideomfg.com

For County:

County of Orange
 OC Community Services / Housing Development
 Attn: Kevin Fincher
 1770 N. Broadway, 4th Floor
 Santa Ana, CA 92706-2642
 E-mail: kevin.fincher@occr.ocgov.com

16. **Incorporation:** Attachments A through C are attached hereto and incorporated herein by reference.
17. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or County'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 payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to a similar right to County to audit records and interview staff of any sub-contractor 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 surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.

18. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications, e-mail communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. County will not provide free parking for any service in County Civic Center.
19. **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 shall have 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 clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
21. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
22. **Department of The Treasury, Internal Revenue Service Form W-9 Requirements (Exhibit 2):** Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9. The County will inform the Contractor, at the time of award, if the Form W-9 will be required.
23. **County of Orange Child Support Enforcement Certification Requirements (Exhibit 1):** Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Respondent. In the event a Contract has been issued, failure of Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 10 calendar days of notice from County shall constitute grounds for termination of the Contract.
24. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision/direction of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.
25. **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 identified by Contractor as Project Manager, 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.
26. **Expenditure Limit:** The contractor shall notify the County of Orange assigned buyer in writing when the expenditures against the contract reach 75 percent of the dollar limit on the contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the contract unless a change order to cover those costs has been issued.
27. **Eligible Activities:**
 1. Strategic planning activities for the development of existing and/or future board members and senior staff and to review and revise Contractor's mission and by-laws to include MHSA Housing

Program development. By-laws must be revised to include MHSA Housing Program development within six (6) months of receipt of grant funds.

2. Limited consultant contracting for grant writing assistance, and other consulting services supporting MHSA capacity building activities, to obtain additional funding sources for the development of MHSA permanent shared housing units. The County reserves the right to review and approve the consultant's qualifications and the terms and conditions of contracts between the organization and the consultant. Limited consultant contracts must be effective as soon as practicable but no more than six (6) months after receipt of grant funds.
3. Attendance of workshops/conferences/trainings to increase Contractor's knowledge and capacity for the purposes of developing MHSA permanent shared housing units. Contractor will share lessons learned with other organizations, if requested by the County.
4. Development of a plan to temporarily partner with a more experienced affordable housing developer for the purposes of providing MHSA permanent shared housing units.
5. Purchase of reports, plans, documents and/or eligible predevelopment costs relative to the development of MHSA permanent shared housing units. Examples of allowable reports, plans, documents and/or eligible predevelopment costs under MHSA Capacity Building grants include, but are not limited to; appraisals, site control document completion, environmental reports, and market studies. All purchases of reports, plans, and/or documents must be approved in writing by the County prior to such purchases and copies of all reports, plans, and/or documents purchased by Contractor must be submitted to the County with the organization's request for reimbursement for such reports, plans, and/or documents.

28. **Outcomes:**

Contractor must comply with the following:

- a. Contractor must provide required monthly billings;
- b. Contractor must provide monthly reports to the County for milestone outcomes.
- c. Contractor must, within six (6) months of receipt of grant funds, revise Contractor's mission and bylaws to include MHSA Housing Program development, and/or provide a Board of Director's resolution and/or approved Board meeting minutes stating that the organization's mission is to include MHSA Housing Program development.
- d. Contractor must partner with a Full Service Partnership (FSP) to provide services for occupants of MHSA shared housing units. A Full Service Partnership is a mental health program, that is under contract with the County, that enters into partnerships with clients, their families and their communities to provide, under client and family direction, whatever it takes to enable people to attain their goals.
- e. Should Contractor intend to apply for State MHSA Housing funds, but does not meet the requirements outlined under the Qualified Developers and Borrowers section of the State MHSA Housing Term Sheet, Contractor may partner or utilize staff (existing or new hire) that has development experience and/or special needs services experience that meet said requirements.
- f. Contractor must be legally organized as specified in the Qualified Developers and Borrowers section of the State MHSA Housing Term Sheet.
- g. Should Contractor choose not to finance project capital costs and Capitalized Operating Subsidy Reserves (COSR may provide up to 20 years of rental subsidies) from State MHSA Housing funds, Contractor will be required to meet the following:

- i Contractor must provide a detailed explanation of how the capital costs will be financed;
- ii Contractor must provide a detailed explanation of how twenty (20) years of operating costs will be financed;
- iii Contractor will record a restrictive covenant on the development to ensure MHSA Shared Housing will be available to MHSA eligible persons and/or households for a minimum of twenty (20) years;
- iv Contractor must meet a minimum of one (1) of the following requirements under the Qualified Developers and Borrowers section of the State MHSA Housing Term Sheet:
 - (a) Contractor is stable and established, with a history of successful development and or operation of a supportive housing development;
 - (b) Contractor is a qualified service provider with 2 years of history serving the target population;
 - (c) Contractor must provide a property manager that has staff supervising the project that has a history of working with supportive housing projects and with the target population;
- h. Contractor must produce MHSA permanent shared housing units within three (3) years of receipt of grant funds. County, with authority from the Orange County Board of Supervisors, may extend the provision of the shared units beyond three (3) years on a case-by-case basis.
- i. In the event that Contractor does not meet the outcomes and timelines specified above, the total amount of the MHSA Capacity Building Grant must be repaid to County within five (5) years of Contractor's receipt of grant funds.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

CONTRACTOR

MINH NGUYEN CEO
 Print Name Title
[Signature] 03-16-12
 Signature Date

 Print Name Title

 Signature Date

* Pursuant to California Corporations Code Section 313, If the contracting party is a corporation, **(2) two signatures are required**: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

- **County of Orange, a political subdivision of the state of California**

Steve Franks Director
 Print Name Title

 Signature Date

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD per G.C. SEC 25103, RESO 79-1535 ATTEST:

By _____
 Clerk of the Board Date

APPROVED AS TO FORM:
 COUNTY COUNSEL

Date: 3/20/2012

By [Signature]
 Deputy

ATTACHMENT A**SCOPE OF WORK**

As described throughout the response to the request for proposal, Premier Housing Services, Inc. (PHS) intends to optimize the benefits received from Mental Health Services Act (MHSA) Capacity Building Grant approval. In the event of grant receipt, Premier Housing Services, Inc. has defined an objective and outlined a complete scope of work as follows.

Objective

The main objective of Premier Housing Services, Inc. is to appropriately apply the aid enabled by the MHSA grant to develop and operate at least one (1) unit within three (3) years of receiving the contract.

Scope of Work and Services

The following outline demonstrates Premier Housing Services, Inc.'s intended scope of work and services.

1. Approximate Time frame: 1 – 6 Months after Grant Approval
 - ⬆ Begin assessment and revision of the organization's mission and by-laws to include MHSA Housing Program requirements.
 - ⬆ Conduct a search, interview and contract agreement with consultants knowledgeable of MHSA and Full Service Partnerships (FSP) to assist PHS in seeking and assistance in grant writing to obtain additional funding sources for MHSA.
 - ⬆ Start to sign up and attend workshops, conferences, and trainings for the purpose of developing MHSA permanent shared housing units.
 - ⬆ Initiate search for potential housing location by contracting with local real estate agent(s). Areas of interest will be targeted to North and Central Orange County.
 - ⬆ Partner with more experienced affordable housing developers qualified by the county.
 - ⬆ Narrow potential site locations with real estate agents' assistance.
 - ⬆ Begin site evaluations once site locations are narrowed and identified.
 - ⬆ Work with O.C. Healthcare Agency to identify an FSP to assist in offering services to occupants and their family member(s) with special needs.
2. Approximate Time frame: 7 – 12 Months after Grant Approval (First Year)
 - ⬆ Persistent work with grant writing consultant to obtain additional funding through the state and county.
 - ⬆ Continued training and attendance of workshops, conferences, and trainings for the purpose of developing MHSA permanent shared housing units.
 - ⬆ Confirm site identification and evaluation.
 - ⬆ Establish the city, county and state permitting processes by working with various agencies upon identification of potential site locations.
 - ⬆ Analyze and review capital costs and expenses for each potential site.
 - ⬆ Start the necessary market studies, appraisals, and environmental reports of the area located within the potential identified site.
 - ⬆ Complete the application for MHSA funding to the state for submission.
3. Approximate Time-frame: 13 – 24 Months after Grant Approval (Second Year)
 - ⬆ Conduct a search for relocation consultant if needed.
 - ⬆ Approval of requirements to begin rehab relocation construction
 - ⬆ Persistent work with grant writing consultant to obtain additional funding through the state and county.
 - ⬆ Continued training and attendance of workshops, conferences, and trainings for the purpose of developing MHSA permanent shared housing units.

- ⤴ Execution of first unit requirements with respect to city, county and state permitting processes by working with various agencies.
- ⤴ Finalize the necessary market studies, appraisals, and environmental reports of the area located within the potential identified site.
- ⤴ Begin preparations for a second unit following the scope of work as described in Items 1 and 2 above.
- ⤴ Property Management provided by PHS consultant with experience with the population of at least 2 years.

4. Approximate Time-frame: 25 – 36 Months after Grant Approval (Third Year)

- ⤴ Persistent work with grant writing consultant to obtain additional funding through the state and county for both first and second units.
- ⤴ Continued training and attendance of workshops, conferences, and trainings for the purpose of developing MHSA permanent shared housing units.
- ⤴ Execution of first unit requirements with respect to city, county and state permitting processes by working with various agencies.
- ⤴ Assess the progress of work; note positives and negative characteristics of service to the first unit and apply necessary changes to service of the second unit.
- ⤴ Adjust budget if needed.
- ⤴ Completion of first unit by the end of the year.
- ⤴ Continued application of the second unit following the scope of work as described in Items 1 and 2 above.

ATTACHMENT B**COMPENSATION / PAYMENT****1. PAYMENT TERMS:**

An invoice for reimbursement services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Program Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

Invoice(s) are to be sent to:
OC Community Resources
1300 S. Grand
Santa Ana, CA 92705
Attention: Accounts Payable

2. INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. Name of County Agency Department
4. County Contract/Master Agreement number
5. Service date(s) – Month of Service
6. Rate or eligible activities
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with this Attachment)
9. Contractor's Federal I. D. number
10. Total

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

3. **OC COMMUNITY RESOURCES REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 3 – OC Community Resources Contract Reimbursement Policy, attached hereto and incorporated herein by reference.

4. **FUNDS/PROGRAM FUNDING BUDGET:**

A. Funds

1. Funds will be used to:

Pay for costs as defined under Eligible Activities as outlined in Section 27 of the Contract.

B. Program Funding Budget

ACTIVITY	COST
Attendance of Conferences (Conference/Workshop fees, Travel Funds, and meals)	\$10,000
Professional Reports & Services	\$25,000
Consultants	\$45,000
Grant Administration/Strategic Planning	\$20,000
TOTAL	\$100,000

C. Funds shall be used for the following items, unless ineligible Program activity/cost as identified from its funding source:

- Costs relating to the Program Funding Budget per Section 4B above.
- Costs relating to the operations, salaries and benefits, transportation, security, food, insurance, equipment and supplies, maintenance, and other related operating costs and support services.

D. Upon written request by Contractor and written approval by the Director, or designee, compensation may be reallocated to address any costs incurred for previously unbudgeted uses eligible under the applicable County guidelines.

E. Budget line items are subject to change but shall not exceed total amount of Contract.

EXHIBIT 1**County of Orange Child Support Enforcement****Certification Requirements**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the successful Contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

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

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

The successful Contractor may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement
Certification Requirements**

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Print Name

Title

EXHIBIT 2

Form (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.																				
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																					
	Business name/disregarded entity name, if different from above																					
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____																					
	<input type="checkbox"/> Exempt payee																					
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																				
City, state, and ZIP code																						
List account number(s) here (optional)																						
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																						
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Employer identification number																						
Part II Certification Under penalties of perjury, I certify that:																						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).																						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.																						
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																				
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.																						
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.																						
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																						

EXHIBIT 3**OC Community Resources - Housing and Community Development and Homeless Prevention****Contract Reimbursement Policy****PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services Housing and Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

Note:

This policy is subject to change based on County's business needs and/or contractor's performance.

EFFECTIVE DATE:

July 1, 2010

REVISION DATE:

March 13, 2012

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars and Code of Federal Regulations.

POLICY AND PROCEDURES:

1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular, CFR, Policies and Procedures, and Program Requirements
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Benefit plan and calculation of benefit
 - e. Employer-employee contract for non-customary benefits
 - f. Purchase orders, invoices, and receipts
 - g. Cashed checks
 - h. Check register
 - i. Consultant/sub-contractor invoices (with description of services)
 - j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
 - k. Pre-approval documentation for equipment purchases equal to or greater than \$5,000

7. Grantee Performance Report, if required by contract
8. The following is required with the first month's invoice:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
9. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
10. Demand letters must contain the following certification:
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
11. Supporting documentation shall be on single-sided sheets
12. Please redact employees' Social Security numbers from payroll reports
13. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
1300 S. Grand, Building B, 2nd Floor
Santa Ana, CA 92705