



CONTRACT # 18-23-0015-PS

FOR

Public Services
Emergency Shelter Program

BETWEEN

COUNTY OF ORANGE

AND

MERCY HOUSE LIVING CENTERS, INC.

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
14.218	Pending	Community Development Block Grant (CDBG)/Housing Rehabilitation, Public Facilities & Improvements, and Public Services	U.S. Housing & Urban Development (HUD)
14.231	Pending	Emergency Solutions Grant (ESG)	U.S. Housing & Urban Development (HUD)

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ATTACHMENTS

- Attachment A - Scope of Services
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D - Staffing Plan
- Attachment E – Project Schedule
- Attachment F – Client Rules
- Attachment G – Good Neighbor Plan
- Attachment H – Template License to Use State Military Facility
- Attachment I - MOU between SSA and OCCR for Bringing Families Home Program

EXHIBITS

- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 – Disclosure of Lobbying Activities

Contract # 18-23-0015-PS
with
Mercy House Living Centers, Inc.
for
Public Services – Emergency Shelter Program

This Contract # 18-23-0015-PS for Public Services – Emergency Shelter Program (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 Mercy House Living Centers, Inc., DUNS 879797165, a non-profit corporation in the State of California, with a place of business at P.O. Box 1905, Santa Ana, CA 92702 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E – Project Schedule
Attachment F – Client Rules
Attachment G – Good Neighbor Plan
Attachment H – Template License to Use State Military Facility
Attachment I – MOU between SSA and OCCR for Bringing Families Home Program

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Public Services under a cost reimbursement Contract; and

WHEREAS, County solicited Contract for Public Services as set forth herein, and Subrecipient represented that it is qualified to provide Public Services as further set forth here; and

WHEREAS, Subrecipient agrees to provide Public Services as further set forth in the Scope of Services, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Subrecipient based on services/activities set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Subrecipient agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and

WHEREAS, Subrecipient agrees to adhere to the requirements set forth in the Project Schedule, attached hereto as Attachment E; and

WHEREAS, Subrecipient will ensure that Clients agree to adhere to the requirements set forth in the Client Rules, attached hereto as Attachment F; and

WHEREAS, Subrecipient agrees to adhere to the requirements set forth in the Good Neighbor Plan, attached hereto as Attachment G; and

WHEREAS, Subrecipient agrees to understands the requirements set forth in the Template License to Use State Military Facility and the MOU between SSA and OCCR for Bringing Families Home Program, attached hereto as Attachments H and I, respectively; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Public Services with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2018-19.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, Attachments A, B, C, D, E, F, G, H, I and Exhibits 1, 2, and 3 contain 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 Contract Administrator.
- 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. **Intentionally left blank**
- 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 services. 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 Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Intentionally left blank:**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient 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. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient 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. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, 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 the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Subrecipient'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 the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). 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 the Subrecipient 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
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 will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

If Subrecipient's Network Security & Privacy Liability are "Claims-Made" policy(ies), Subrecipient 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 on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient 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 Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, 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 Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

- R. **Force Majeure:** Subrecipient 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 Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient 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 Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient'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. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County INDEMNITEEs harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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

audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

- BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Subrecipient, immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator 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 services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Public Services from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** This Contract shall commence on July 1, 2018 and continue through June 30, 2019, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$1,039,075.00, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.
5. **Amendments - Changes/Extra Work:**
The Subrecipient shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient’s concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient’s ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and

Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

7. Conditions Affecting Work:

The Subrecipient shall be 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 the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the Contract.

8. Civil Rights: Subrecipient 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.

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

10. 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. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. Project Manager, County

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager and key personnel. The County’s Project Manager shall notify the Subrecipient in writing of such action. The

Subrecipient shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

13. **Subrecipient's Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with County, 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.

14. **Subrecipient Personnel – Reference Checks:** The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.
15. **County of Orange Child Support Enforcement:** Subrecipient certifies it 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 the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **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 Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract 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 the County, on its own initiative, has already rendered such a final decision.
 2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

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

19. **EDD Independent Subrecipient 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 the County pays \$600 or more or with whom the 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 Subrecipients. An independent Subrecipient 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.

20. **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. The Subrecipient shall service the 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 the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient'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 the Subrecipient shall show both the emergency purchase order number and the Contract number.
21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.
22. **Non-Supplantation of Funds:**
Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient 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. Subrecipient 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.
23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
24. **Access and Records:**
- A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make

excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

25. **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.
26. **Reports/Meetings:** The Subrecipient 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 Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

28. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

29. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the 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, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the 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.
30. **News/Information Release:** The Subrecipient 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 the County.
31. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties 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 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 County:

OC Community Resources
Housing and Community Development/
Homeless Prevention, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

For Subrecipient:

Mercy House Living Centers, Inc.
P.O. Box 1905
Santa Ana, CA 92702
Attn: Project Manager

- 32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
- 33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 and exhibits.
- 34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

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Program Specific Terms and Conditions:

35. **Debarment:** Subrecipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.
36. **Lobbying:**
- A. Subrecipient shall complete and immediately forward to the County the “Disclosure of Lobbying Activities,” a copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this contract or funds to be received by Subrecipient pursuant to this Contract.
 - B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.
38. **Fiscal Accountability:**
- A. **Financial Management System:** Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
 - ii. Source documentation to support accounting records; and
 - iii. Proper charging of costs and cost allocation.
 - B. **Subrecipient’s Record:** Subrecipient’s records shall be sufficient to:
 - i. Permit preparation of required reports; and
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required.
 - C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**

If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by Subrecipient, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Subrecipient at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Subrecipient attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. **Payment of Project Activities:**

1. **Payment of Project Activities:** County will reimburse Subrecipient for eligible project-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis beginning on August 1, 2018, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Subrecipient will provide a progress performance report (“GPR Information Form”) for the time period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County.

2. If Subrecipient has no request for reimbursement during any quarter during the term of this Contract, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. **To be determined:** To be developed with Subrecipient during contract negotiation. The following “Required Expenditure Threshold” criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds received through this Contract, through term of Contract. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine

performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
February 15th	40% of Contracted Amount Expended
March 15th	70% of Contracted Amount Expended
April 15th	80% of Contracted Amount Expended

4. Subrecipient will have forty-five (45) 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) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Subrecipient shall be ineligible for any further reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.

E. Eligible costs related to services provided by Subrecipient must be incurred during the period beginning July 1, 2018. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including June 30, 2019.

a. Public Services Contracts cannot be extended.

F. County and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2018 as amended, in which both Parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities.

G. Metropolitan Cities with populations of over 50,000, are eligible to participate in the Community Planning and Development (CPD) program funds directly from the U.S. Department of Housing and Urban Development (HUD) and have opted to participate in the CPD programs through the County’s Urban County Program as a metropolitan city.

42. **Modification of Budget:** Upon written approval of County shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. **Annual Audit:** If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in OMB Circular A-133-Revised, 2 CFR Part 200.500- Subpart F-Audit Requirements Subrecipient shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA’s. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS)

authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, County retains the authority to require Subrecipient to submit similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000. Subrecipient will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

Subrecipient will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to County within six (6) months of the end of each Contract year in which Subrecipient has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in County denying reimbursement of funds to Subrecipient, as well as future funding qualification. Subrecipients, which are exempt from statutory audit requirements, shall maintain records, which are available for review by County or Federal officials. Subrecipient acknowledges that any and all "Financial Statements" submitted to County pursuant to this County become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government.

44. **DUNS Number and Related Information:** DUNS Number: A unique, non-indicative 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The DUNS Number must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all DUNS information is up to date and the DUNS number status is "active," prior to execution of this Contract. If County cannot access the Subrecipient's DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient's data entry for its DUNS number, the Subrecipient must immediately update the information as required.

45. **Program Income:**

- A. Subrecipient shall comply with regulations, as well as all applicable State or County regulations concerning the reporting and payment procedures for program income.
- B. Definition: Program income means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. All Program Income accrued shall be returned to County on a quarterly basis prior to Subrecipient receiving any reimbursement from grant funds provided under this Contract.

- E. Subrecipient shall provide information of the receipt of Program Income by Subrecipient related to Program on all GPR Information Forms submitted with requests for reimbursement.
- F. Subrecipient shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the Contract fiscal year.

46. Performance:

- A. Subrecipient shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Subrecipient also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.
- B. Subrecipient shall comply with all applicable HUD regulations, as described in Paragraph 49 “Federal Administrative and Related Requirements” of this Contract, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of County or HUD and shall be submitted by Subrecipient in report form to County by dates specified by County.
- C. The following “Performance Threshold” criteria shall be used to assess the level of performance of the Subrecipient, including Attachment A — Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Subrecipient must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the County.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
February 15 th	40% of Contracted Amount Expended 40% of Proposed Accomplishments Met
March 15 th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 15 th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 40% drawdown, without extenuating circumstances, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director,

may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Subrecipient.

- D. Subrecipient shall complete and submit a Year End GPR Information Form by July 15, after the close of the Contract fiscal year.
- E. Should the activity being funded through this Contract be completed, cancelled or terminated prior to the termination date set forth herein in this Paragraph 46 "Performance." Additional Terms and Conditions, Subrecipient shall complete and submit a Mid-Year GPR Information Form at the time of the completion, cancellation or termination. Said GPR Information Form shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *Scope of Services*, as set forth in Attachment A, attached hereto and incorporated herein by reference. If activity funded through this Contract is completed, or if funds allocated through this Contract are fully expended, prior to end of Contract term, Subrecipient must continue to serve its clients for the entire term of this Contract.
- F. Subrecipient shall complete and submit a GPR Information Form in support of all requests for reimbursement. Said GPR Information Form shall consist of a cumulative report of project related accomplishments as set forth in Attachment A - Scope of Services, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this Contract Subrecipient has no activity occur during any quarter, Subrecipient shall prepare and submit to County a Quarterly GPR Information Form, regardless of actual activity.
- G. Subrecipient acknowledges that the GPR Information Form is a monitoring tool that will be reviewed and evaluated to determine Subrecipient's level of performance relative to this Contract.
- H. Subrecipient shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by County.

47. **Performance Monitoring:**

- A. Performance Monitoring of Subrecipient by County, State of California and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by County, State of California or HUD representatives.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. County shall monitor the performance of Subrecipient against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance

is not taken by Subrecipient within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in this Paragraph 47 of this Contract.

- D. HUD in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of County to determine whether County has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated “1.5 ratio” threshold. Subrecipient is responsible to ensure timely drawdown of funds.

48. Substantial Amendments:

- A. If any amendment results in a change in the funding amount, that does not trigger a Substantial Amendment, as defined, Subrecipient Scope of Services, threshold and milestone dates or schedule of activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment executed by Director, or designee and Subrecipient.
- B. In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the County will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participation process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

49. Federal Administrative and Related Requirements:

Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles:

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et al; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.506 that are pertinent to the activities to be funded under this Contract. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by federal regulations 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 23 CFR.

2. Retention:

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

- a. Subrecipient shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to County, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family

violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

4. Disclosure

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

5. Close-Outs

Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 49, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

C. **Personnel & Participation Conditions**

1. **Civil Rights**

Compliance

Subrecipient agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination in Employment and Contracting**

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

3. **Affirmative Action:**

Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

4. **Americans with Disabilities Act:**

Subrecipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Drug-Free Workplace:**

The Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Subrecipient will:

- a. 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).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subrecipient's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. 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 the Subrecipient may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- iii. The Subrecipient has made false certification, or
- iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. No Federal appropriated funds will be paid, by or on behalf of it, 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 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; and
- b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and Contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

- a. **Prohibited Activity:**
Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b. **OSHA:**
Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- c. **Employee Rights**
- i. **Federal Minimum Wage**
Subrecipient must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.
- d. **California Minimum Wage**
- i. Subrecipient must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained

by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

- e. **Hatch Act:**
Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.
- f. **Religious Organization/Activities:**
In accordance with 24 CFR 570.200(j), Subrecipient shall not discriminate against faith-based organizations in administering its federal HUD activities. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. California Labor Code Compliance

- a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.
- b. Payroll Records
Subrecipient agrees that:
Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.
Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.
Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.

Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

9. Economic Opportunities

Compliance

Subrecipient agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial

interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.

Subrecipient further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County or Subrecipient, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject Subrecipient and any sub-Subrecipients, their successors and assigns, to those remedies specified herein. Subrecipient certifies and agrees that no conflict exists which would prevent compliance with requirements.

The Subrecipient agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

“The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the Parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Subrecipient agree to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the Subrecipient’s commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or

in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."

50. Publicity, Literature, Advertisements, and Social Media:

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - 1. County provides its written approval of the content and publication of the information at least 30 days prior to Subrecipient publishing the information, unless a difference timeframe for approval is agreed upon by the County;
 - 2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 - 3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Subrecipient, unless approved in writing by County; and,

4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to County. Subrecipient 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>.

51. Definitions:

For the purposes of this Contract the following definitions shall apply:

- A. HUD: United States Department of Housing and Urban Development.
- B. OC Community Resources (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
- C. Director: Director of OC Community Resources, or designee.
- D. Program Income: The gross income received by Subrecipient directly generated from the use of the subject program funds.
- E. Grantee Performance Report (GPR) Information Form: A Program activity data document provided by County to Subrecipient used to monitor and track the performance of Subrecipient.
- F. OC Community Resources Contract Reimbursement Policy: A County document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
- G. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- H. OMB: Federal Office of Management and Budget.
- I. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
- J. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- K. Continuum of Care: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to

plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.

- L. Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- M. Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- N. Substantial Amendment: The following criteria will be used by the County – if any one criteria applies, a substantial amendment will be required:
 - i. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - ii. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
 - iii. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount that is consistent with County policy; or
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount that is consistent with County policy.
- O. Program Administration: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

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IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

***Mercy House Living Centers, Inc.**

By: DocuSigned by:
Larry Haynes
31D77984093F487...

By: DocuSigned by:
Patti Long
5F61B5E16F60493...

Name: Larry Haynes

Name: Patti Long

Title: Executive Director

Title: Associate Director

Dated: 3/27/2018

Dated: 3/27/2018

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

County of Orange

A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

APPROVED AS TO FORM

By: DocuSigned by:
Carolyn S. Frost
D3AB98D...
Deputy County Counsel

Dated: 3/26/2018



1. **Scope of Services**

A. **Activities**

Subrecipient shall perform all services set forth in the program description and will be responsible for administering program funded with federal, State or local funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

Program Impact (outcomes): describe to what extent this activity delivers the desired outcomes in the community or in the lives of the persons assisted.

1. Suitable Living Environment
2. Availability/Accessibility

B. **Program Description – Summary**

The Emergency Shelter Program (Program) is a low demand emergency response shelter operation to protect people living on the streets, or experiencing a crisis situation and/or to provide emergency shelter to persons who have no other shelter options. The Program provides homeless individuals in Orange County with a safe place to sleep, a hot meal, and supportive services, such as health and mental health services; job training and placement opportunities; and other personal care and housing assistance needs.

C. **Eligible Participants**

Subrecipient shall provide services to homeless persons as defined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (the Act) (see 42 U.S.C. 11302, et seq., and 24 CFR Parts 91 and 576).

D. **Use of Funds**

1. Funds will be used to provide support services and operations of Homeless Emergency Shelter facilities; such as providing support services for homeless clients utilizing National Guard Armories and alternate site(s) within Orange County during the Program by providing shelter, staff, transportation, security, meals, insurance, equipment and supplies, and other related operating costs and expanded supportive services.
2. Funds may also be used to provide rapid re-housing assistance to support Armory Program and to assist eligible participants, as defined under the Act, with eligible activities that may include but are not limited to housing search and placement assistance, housing stability case management, utilities assistance, and short and medium-term rental assistance.
3. The County of Orange Housing and Community Development and Homeless Prevention proposes to continue to administer and support the Program utilizing a variety of federal, State and local funding sources. However, during the contract term, County has the right to shift remaining balance of funds if it is determined that an established year-round low demand emergency shelter within Orange County is suitable for homeless clients rather than the Program.

E. Accomplishments

Subrecipient level of accomplishments is based on preliminary figures which may be increased and/or decreased based on ability to obtain and secure additional funding dollars and on possible increase and/or decrease in use of alternate site locations. Alternate site locations have historically resulted in increased cost while decreasing unduplicated client and bed night count.

In addition to the normal administrative services required as part of the Contract, and the Scope of Services, which is incorporated as if fully set herein, the Subrecipient agrees to meet the following levels of accomplishments:

Level of Accomplishment

Up to 183 days of Shelter Operation

1,000 Unduplicated Clients (Shelter/Operations/Essential Services, etc.)

22,875 Bed Nights (Shelter/Operations/Essential Services, etc.)

8 Households (Rapid Re-housing)

31 Households (Bringing Families Home Program)

F. HMIS Data Activities

Subrecipient must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports. Subrecipient must input the collected data no more than seven (7) calendar days after date of program entry. Services rendered to clients must be entered into HMIS within seven (7) calendar days from date of service. All clients who exit from Program must have updated status in HMIS with seven (7) calendar days of the actual exit date.

G. Reporting

Subrecipient is required to submit monthly Grantee Performance Report (GPR) reports in a form acceptable to County by the tenth (10) day of the following month of services rendered, unless otherwise approved by County. These reports shall include, but are not limited to, client data and units of services. Subrecipient will also be required to enter the data in the County designated database system, Homeless Management Information System (HMIS) prior to approval of monthly invoices. HMIS data will be specific to the Program.

H. Performance

The following "Performance Threshold" criteria shall be used to assess the level of performance of the Subrecipient. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the following performance criteria, the Subrecipient must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director.

For a 183 Operational Day Program the following minimum criteria must be achieved.

<u>Milestone Date</u>	<u>Minimum Accomplishment Thresholds</u>
30 days after first day of shelter operation -	35% of Proposed Accomplishments Met
60 days after first day of shelter operation -	50% of Proposed Accomplishments Met
90 days after first day of shelter operation -	60% of Proposed Accomplishments Met
120 days after first day of shelter operation -	80% of Proposed Accomplishments Met
183 days after first day of shelter operation -	100% of Proposed Accomplishments Met

Failure to achieve at least one of the aforementioned Minimum Accomplishment Threshold Milestones may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient.

2. **Description of Program**

The Program is to provide homeless individuals with temporary low demand emergency shelter and entry into the system of services and housing known as the “Continuum of Care”. The Continuum of Care is designed to assist the client toward more permanent alternatives by providing rotating services to address health and mental health issues, benefits, job training and placement opportunities, and other personal care needs. Referral services, as well as information on available resources, such as transitional housing, permanent housing, and relevant support systems, will be on-hand for the client.

Establish as a Continuous Activation Emergency Shelter Program from approximately October 15 through April 15 depending upon funding secured by Subrecipient and allocated to Program to address the basic shelter and services needs of the homeless.

3. **Description of Services/ Subrecipient Responsibilities**

The operating philosophy of the Program is to increase the number of temporary nightly emergency shelter beds available during the period of time in which Orange County experiences its most inclement weather (October through April) and/or as funding is available to support program operation. To achieve this goal, the Subrecipient is responsible to make every effort to secure funding sources to operate a 183 day Program.

Historically, homeless service providers under the Program have utilized the California National Guard Armories in the City(s) where the shelter(s) are located. Tasks to be performed by the Subrecipient include the following, but are not limited to: The Subrecipient will operate and provide site management and administrative management of the temporary seasonal shelter program at existing California National Guard facility(s) in the city(s) or at other available suitable site(s) in Orange County. The maximum number to be accommodated is 200 each night at each armory per California National Guard or until State Fire Marshall review which may alter maximum capacity by reducing or increasing maximum total occupancy per site. In cases of extreme weather conditions additional beds may be permitted by the National Guard.

Subrecipient may be required to operate a 24/7 shelter operation (i.e., 24 hours per day, 7 days a week). County will inform Subrecipient of 24/7 shelter activation and de-activation.

Subrecipient is required to abide by the License to Use State Military Property of the California Military Department as set forth in Attachment H, attached hereto and incorporated herein by reference.

Subrecipient is responsible to make all rent payments for the utilization of the Armory(s) to the California Military Department, or its designee. Furthermore, any and all other rent for alternate site locations for the purpose of this Program will be the responsibility of the Subrecipient.

It is critical to the success of the Program that the Subrecipient builds supportive relationships with local agencies, law enforcement and the community in order address community concerns and impacts through a Good Neighbor Plan as set forth in Attachment G attached hereto and incorporated herein by reference.

In order to manage the program efficiently and effectively, the following general tasks will need to be accomplished, which are part of this scope:

A. Shelter Requirements

Subrecipient will:

1. Provide nightly shelter in a clean, safe and well-maintained environment. All efforts should be made to provide as much comfort to the client as possible.
2. Shelter(s) are expected to be in operation from, approximately 6:00 p.m. until 7:00 a.m. Longer hours may be negotiated with the California National Guard.
3. The building must be in good repair, free of leaks, provide adequate heat and ventilation and must meet all local building, health and safety standards.
4. Bathroom sink, toilet, and shower facilities are required in numbers suitable to meet the needs of all clients.
5. Hot water, clean towels, and hygiene necessities must be provided.
6. Sleeping space should be adequate in size, with at least 32-inch clearance along the side of each bed/mat. Shelters must avoid overcrowding.
7. Each client must be provided, at a minimum, with a bed/mat and blanket.
8. Beds/mats must be clean and well maintained.
9. Blankets must be provided and must be kept clean and free of parasitic infestation throughout the sheltering period.
10. Families and single individuals must not be sheltered in the same area.
11. Individuals seeking shelter and/or services beyond the program parameters and means will be directed to the most appropriate resources available.

B. Site Management Tasks

Subrecipient will:

1. Provide supervision of the homeless clients including registration and the scheduling of meals, showers, and other personal services as needed. The Subrecipient will provide two site Managers at each armory each night of operation.
2. Provide nightly services to the homeless clients, such as: personal care needs list of available resources, and referral service, etc.
3. Provide direct service/referral, nightly.
4. Take appropriate action for medical/mental health emergencies.
5. Trained security personnel must be provided for the safety of clients and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc. A private security company paid for by the Subrecipient will provide security services.
6. Provide either licensed or National Guard-approved janitorial services to clean facility after use no later than 7:00 a.m. the following morning. Cleaning includes sweeping the floor, organizing mats, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.
7. Complete a log of activities for each night, including pre and post facility use inspection forms signed by provider and California National Guard staff, number of clients served, referrals made, and incidents reported by security and site Managers with copies of log of activities, services provided, and incident reports submitted to County. Total number of volunteers assisting the staff should be noted.

C. Administrative Management Tasks
Subrecipient will:

1. Work in partnership with the County of Orange Housing and Community Development and Homeless Prevention to comply with the "Good Neighbor Plan" as set forth in Attachment G, attached hereto and incorporated herein by reference. The plan should include the local community in order to address community concerns and impacts to the Good Neighbor Plan. The Plan should also include, but not be limited to, informing the public about the positive aspects of the program, being responsive to community concerns, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.
2. Develop and submit a Staff Responsibility Matrix including volunteer monitoring, referral service, staff coordination, etc. as set forth in Attachments D and E, attached hereto and incorporated herein by reference.
3. Develop and submit a Social Services Program Information Plan to include how the information regarding other services will be disseminated at the shelter service site(s). Readily accessible information should include the availability of space, locations, and contacts of transitional shelters, as well as of substance abuse facilities and services, etc. as set forth in Attachment E, attached hereto and incorporated herein by reference.
4. Develop and submit an In-Kind Contribution Plan in obtaining sponsor organizations to donate services and supplies to leverage federal, State

- and County resources, as set forth in Attachment E, attached hereto and incorporated herein by reference.
5. Create a Fund Development Plan. As part of this requirement, be responsible for working with the County and outside sources to insure a funding stream for the Services offered in the Program, including but not limited to OC Community Resources Operating Reserve funds, County local funds, Federal Community Development Grant Funds and Federal Emergency Solutions Grant Funds, as available, as set forth in Attachment E, attached hereto and incorporated herein by reference.
 6. Develop and submit a Volunteer Management Plan to include a plan for the recruitment, training, and management of volunteers for the program, as set forth in Attachment E, attached hereto and incorporated herein by reference.
 7. Develop and submit an Alternate Site Management Plan to include a plan for managing the alternate site(s) when the armory facilities are dark due to military deployment and training. The plan should include alternate sites identified and how adequate, consistent notification will be provided, as set forth in paragraph 5.A.12.C.7, below and Attachment E, attached hereto and incorporated herein by reference.
 8. Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Program. The plan should include staffing, volunteers, meals, security, janitorial, support services, etc., as set forth in Attachment E, attached hereto and incorporated herein by reference.
 9. Develop and submit program policies and procedures (include in Program Documentation Manual) as set forth in Attachment E, attached hereto and incorporated herein by reference. The Policies & Procedures shall include enforcement procedures.
 10. Recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the Housing and Community Development and Homeless Prevention Program Manager as set forth in Paragraph 41 of Program Specific Terms and Conditions and Attachment E, attached hereto and incorporated herein by reference.
 11. Apply for appropriate grants to assist with the shelter expenses.
 12. Be "on-call" to the County Program Manager for emergencies.
 13. Establish provision for:
 - Meals
 - Janitorial services
 - Uniformed and licensed security services
 - Transportation
 - Laundry services
 - Telephones
 - Dumpster and trash pick-up
 - Showers,
 - Support services
 - Immunizations and health screenings
 14. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the California National Guard and alternate site(s).

15. Purchase supplies and equipment as needed. Supplies are to include but not limited to soap, shampoo, disposable razors, disposable diapers, feminine hygiene supplies, toilet paper, tooth paste, paper towels and heavy duty plastic trash bags. It is the Subrecipient's responsibility to inventory, along with the County's Program Manager, the supplies within the storage bins prior to the open date of the Program and after the close of the Program. It is also the Subrecipient's responsibility to relocate the storage bins to and from the Armories at the beginning and ending of each Program Year.
 16. Review all billings and assure payments of vendors and sub-contractors.
 17. Track program costs.
 18. Assign volunteers to intake, food service, and clean-up chores.
 19. Provide training to site vendors and sub-contractors, security personnel, community groups and volunteers, as needed and appropriate.
 20. Schedule site management and security coverage for each night of operation.
 21. Complete weekly, monthly and an annual reports on activities, individuals served and costs of operation.
 22. Arrange for completion and payment of site repairs as needed.
 23. Inventory equipment and supplies at the beginning and end of shelter season.
 24. Coordinate with National Guard, County of Orange Housing and Community Development and Homeless Prevention, and community-based organizations, as necessary and appropriate.
 25. Maintain site Subrecipient supplies and forms.
 26. Comply with all California National Guard rules and regulations in the License to Use State Military Property.
- D. Food:
Hot evening meals and cold continental style breakfast with fruit juice, hot coffee, creamer and sugar and disposable eating utensils will be provided in accordance with the provisions made by Subrecipient. It is the Subrecipient's responsibility to either reach agreement with vendor or to make alternate arrangements for evening meal provision. In either case, cost for meal provision is borne by the Subrecipient. In lieu of the continental style breakfast, Subrecipient may provide clients with a "sack lunch" for consumption after the clients leave the shelter for the day.
- E. Janitorial:
Licensed janitorial services to clean and disinfect site(s) after each use. Cleaning of site(s) shall conform to California National Guard standards and requirements.
- F. Security:
Security in accordance with California National Guard requirements, including a minimum of two licensed uniformed security officers at site(s).
- G. Transportation:
The Subrecipient will provide transportation to and from the armories and alternate locations from specified pick-up/drop-off points coordinated with the cities where shelter is located and other police departments or cities as may be appropriate or needed.
- H. Laundry:
Towels for use at site(s)/site. Showers, clean towels and the laundering of the towels shall be part of the services provided to the homeless. The Subrecipient will coordinate laundry service for the towels and blankets used each night in

accordance with the provisions made by the Subrecipient. It is the Subrecipient's responsibility to work with a vendor to make arrangements to provide laundry services and/or delivery of sufficient towels and blankets to site(s)/site. Subrecipient shall bear the cost of providing laundry services and delivery.

I. Telephone:

If needed, the Subrecipient will be authorized to install temporary phone lines at their own expense at each armory utilized for emergency shelter operations. California National Guard telephones are not authorized for use by non-California National Guard personnel except in case of a life-threatening emergency. If Subrecipient determines cellular phones can be used in place of landline phones, the Subrecipient shall bear the cost of providing the cellular phones.

J. Dumpsters/Trash Pick-Up:

Secure a contract with the local disposal companies used) (for delivery of two (2) 3-yard bins at site(s) for the period of program operation. Include additional trash pick-up days, supplementing the usual armory pick-up to five (5) to six (6) days a week (Monday through Saturday).

4. **Eligible Populations to be Served**

The Program must serve homeless people.

For the purposes of the Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, as further defined in 24 CFR Part 576.2.

As the location of the Armories will be published, victims of domestic violence seeking shelter cannot be served in the Program. Referral criteria will be distributed to the Subrecipient to facilitate the placement of victims of domestic violence in appropriate shelter environments.

5. **Program Design**

A. Logistics:

1. Intake and enrollment procedures:

- a. Clients will be asked to line up in an orderly fashion.
- b. All clients must be cleared by security before they are allowed to enter the armory facility or sign in.
- c. Each client is asked to clearly print his or her name on the sign-in sheet.
- d. All clients are asked if they have stayed at an Armory during the current year and that information is recorded on the sign-in sheet.
 - i. If the person registering is a new client they are asked additional questions regarding their age, who is head of their household/family, family size, veteran status, employment status and ethnicity and will be issued a program ID card.
- e. New clients are asked to read the Program rules, and, as with all clients, they are issued a mat and blanket and given instructions regarding showers, available commodities, clothing, and information and referral services.
- f. Each client must have his/her photo and thumb print taken which will be retained by the Subrecipient in a secure area. At no time will the client be given a copy of photo and/or thumb print.

- g. Because of various language barriers and illiteracy rates among the homeless population, all clients will be asked if they completely understand the rules and intake forms. Clients needing additional assistance will have the rules and intake forms thoroughly explained to them. When English is their second language, the rules and intake forms will be thoroughly explained in their primary language whenever feasible.
- h. Subrecipient will be required to enter into HMIS client data and units of services by 10th day of the following month of services rendered.
 - 2. Procedures for the distribution of blankets and mats, and insuring that blankets and mats remain clean and free of parasitic infestations. Subrecipient may contract with a vendor to clean and maintain the blankets. Upon completion of the Program intake and assessment form each client will be provided with a blanket and mat. A towel is provided for showers. Each morning clients will gather and stack mats, blankets and towels prior to exit from the Armory.
 - 3. Subrecipient's plan for providing security for clients, staff and client possessions. Licensed Security Services are provided at both facilities and alternate site locations. General duties include:
 - a. Security at Bus Pick-Up Locations. Staffed by 2 (two) guards, one (1) at site(s) from 4:00 PM to 8:00 PM. Security services at pick-up locations include:
 - i. Crowd Control; and
 - ii. Insures clients do not panhandle, approach or bother others while waiting for the bus.
 - b. Security at Bus Drop-off Area outside Armory. Staffed by 2 (two) security guards, one (1) from 4:00 PM to 10:00 PM and one (1) from 4:30 PM to 11:30 PM. Security services at bus drop off locations include:
 - i. Managing waiting areas for clients after bus arrives;
 - ii. Insure the security of Armory and Fire Station parking lots;
 - iii. Insure that only staff and volunteer vehicles are parked at the facility unless previously approved by Subrecipient;
 - iv. Insure no use of drugs or alcohol on the property;
 - v. Maintain order among clients when they arrive on the property;
 - vi. Keep clients off the grass and rose bushes;
 - vii. Insure smoking is in assigned areas only and that smokers use pails;
 - viii. Patrol all outside areas around Armory, and windows and doors;
 - ix. Watch and/or walk volunteers and staff to and from their cars;
 - x. Insure no clients leave the facility after they sign in; if a client leaves after signing in they may not reenter the facility that night; and
 - xi. Search all clients before they enter Armory. Any weapons must be tagged with client's name and kept in a locked box (accessible to Security Guards only) and handed over from shift to shift.
 - c. Security Services inside Armory:

- Staffed by 2 (two) guards. Security services inside the Armory include:
- i. Assist with crowd control;
 - ii. Check bathrooms frequently for drugs, smokers, drinkers and/or inappropriate behavior;
 - iii. Patrol all areas every 30 minutes to maintain order; and
 - iv. Insure all clients, including women & children, are in correct sections.
4. Subrecipient volunteer recruitment, training and supervision plan.
The Subrecipient shall recruit volunteers in accordance with the Volunteer Management Plan as set forth in Attachment E, attached hereto and incorporated herein by reference. The Volunteer Management Plan is divided into three parts:
- a. Volunteer Recruitment
 - i. Volunteers may be recruited through the continuum of care, 211OC, local church groups and other community-based resources.
 - b. Volunteer Orientation and Training
All new and returning volunteers will receive a copy of the Volunteer Information Sheet and other Program orientation and information materials. Subrecipient's staff shall provide training in all matters related to the facility. Long-term volunteers will provide advance on-the-job instruction utilizing the four-step job training method:
 - i. Explain the job and its importance to overall operations.
 - ii. Demonstrate how the job is done and provide helpful tips.
 - iii. Observe while the volunteer performs the job; ask them to explain what they're doing and why.
 - iv. After the volunteer has grasped the job, let them try it on their own and follow-up to answer questions and build confidence.
 - c. Volunteer Recognition and Retention
All program staff and long-term volunteers will provide continuous support and motivation to new volunteers. When possible, volunteers shall receive recognition awards and other recognitions.
5. Subrecipient plan for transportation of clients to and from shelter site(s) and alternate site(s).
The Subrecipient shall maintain current contracts for transportation services to and from the armory(s) and alternate site(s) from specified pick-up/drop-off points coordinated with the cities and other stakeholders as may be appropriate.
- a. Vehicles used, and services provided to transport clients shall be consistent with existing contracted services.
 - b. Methods for ascertaining and maintaining safe driving practices of all drivers shall be consistent with existing contract for services and guidelines to be implemented by Subrecipient.
 - c. A plan to ensure adherence to schedules will be developed based upon best practices for prior Subrecipients.
 - d. Program pick-up and drop-off locations shall be similar to those used in prior years. An announcement listing current-year Program dates, available services, addresses of regular and alternate

- Program site(s), and Program pick-up and drop-off times and locations will be prepared and distributed to homeless individuals and those at-risk of becoming homeless, at churches and through organizations that regularly interact with the target population in the course of business. Subrecipient will coordinate with County Program Manager for community announcement.
- e. Pick-up and drop-off points are typically located at public transportation transfer points.
6. Subrecipient procedure for preparing and serving meals. Typical morning and evening meals, and agency's food procurement process. Hot evening meals and cold continental style breakfasts with fruit juice, hot coffee, creamer and sugar and disposable eating utensils will be provided in accordance with the provisions made by the Subrecipient and/or sub-Subrecipient. Subrecipient or its subcontractor to provide up to 175 – 200 evening meals at each location. The Subrecipient shall provide breakfast food including: milk, juice, muffin, fruit and other items directly. In lieu of the continental style breakfast, Subrecipient may provide clients with a “sack lunch” for consumption after the clients leave the shelter for the day.
 7. Steps taken by Subrecipient to provide services for people on the street who have difficulty accessing services. Subrecipient acknowledges that not all of the needs of the clients can be met by their stay at the Armory. As a result, Subrecipient will collaborate with other social service agencies and health care providers. It is the responsibility of Subrecipient staff to coordinate with different agencies a schedule to allow representatives to come on site and meet face to face with the clients to provide services immediately and effectively. Subrecipient shall be committed to maintaining current relationships with partners in addition to expanding our partner list in order to provide more opportunities for the clients. Churches, service groups, families and individuals will be contacted by Subrecipient’s Volunteer Coordinator to provide items of need to the clients, such as clothing, etc.
 8. How program addresses the needs of people that are not accommodated in the Armory. Subrecipient acknowledges that the intention of the Program is to have the emergency needs of homeless persons be met. By staying at the emergency shelter for the night, the client is provided with meals, showers, a bed, hygiene supplies, and a blanket. This program provides emergency case management for those utilizing the facility in order to connect them to additional resources to help them find and maintain some level of self-sufficiency. Subrecipient staff will help facilitate the process. By networking with local congregations, volunteer groups and service groups, they will be able to provide emergency shelter clients with special needed items, such as socks, scarves, hats and holiday gifts. If a need cannot be immediately met, then the staff will provide a referral to another social service agency who can aid the clients with their specific needs. Representatives from the collaborative agencies will be on-site to connect with clients.
 9. Subrecipient’s maintenance schedule and cleaning procedures for shelter, kitchen/dining and bathroom areas.

Daily and weekly inspections of shelters are conducted by volunteers and staff, and comments on satisfactory and unsatisfactory conditions are recorded on checklists and report forms.

10. Reporting
Subrecipient and the California National Guard (CNG) Armory Supervisor will conduct an inspection of the armory upon occupying and clearing the facility each day. Any deficiencies will be noted on the checklist and both individuals will sign upon clearing. Each day, the signed checklist will be turned in to the Subrecipient's Shelter Supervisor and the County Program Manager.
11. Subrecipient's plan for partnering with medical or law enforcement in the event of an emergency.
With the nature of the population being served at the emergency shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at the site(s) will be provided with additional emergency contact numbers for the cities where shelter(s) are located, for Police, Security Company, Bus Company, Trash Disposal Company, County of Orange phone numbers and Subrecipient's senior staff. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.
12. Subrecipient's plan/policy/procedure for specific item/requirements identified above. Sections 3.A., 3.B. and 3.C. of the Scope of Services. Description of Services/Subrecipient's Responsibilities.
The following items/requirements are addressed and numbered as they appear within that section:
 - A10. In addition to providing direct services to clients for clothing, transportation and other basic necessities, many of the linkages established by Subrecipient should include partnerships with agencies who operate housing and utility assistance including motel vouchers.
 - B.2. All clients served by the Program will be informed of, and provided opportunities to avail themselves of, comprehensive information and referrals to programs and services that respond to their specific needs including, if appropriate, long-term supportive and case management services.
 - B.3. All on-site staff and volunteers will be informed of community-based and public resources dedicated to meeting the needs of homeless populations, the procedures involved when making referrals, or to whom the client should be directed to obtain appropriate referrals.
 - B.5. In regard to rules, the Subrecipient has a complete set of rules, in English and Spanish that are read by all new clients at registration/intake.
 - B.7. The Subrecipient will coordinate with the County to develop an Incident Reporting Policy and Procedure prior to Armory operations. Subrecipient shall complete, maintain and submit at appropriate times, reports containing a Daily Summary Sheet and Incident Report for each night, including number of clients served, referrals

- made, incidents reported by security, and total number of volunteers assisting.
- C.4. Regarding the creation of an In-Kind Contribution Plan. Subrecipient receives a substantial portion of its support from the community. As Subrecipient, Subrecipient shall contact all prior contributors to the Armory Emergency Shelter Program to solicit continued support.
 - C.5. Creation of the Fund Development Plan to insure a funding stream for the Services offered in the Program.
 - C.7. Upon notification of Armory "dark nights", the Subrecipient will implement the Alternate Site Management Plan including the following activities.
 - I. Contact Subrecipients of prior Alternate Site(s) during the past two years to determine availability and, if available, to request use of their facility on Drill Night/dark night dates. Timeline: upon Subrecipient's receipt of notification of Drill Night/dark night dates.
 - II. Contact community centers, churches and temples to determine availability of facilities able to house 150 - 200 homeless per site for any "dark nights." It is anticipated that the leaders with these communities will support and help to promote this effort.
 - III. Upon receipt of written confirmation of alternate site bookings, prepare an announcement listing dates when alternate site(s) will be used, alternate site addresses and directions. This announcement will be distributed to homeless populations and organizations having regular contact with them. Timeline: upon receipt of written confirmation of alternate site locations and up to two weeks in advance of the week in which alternative dates occur.
 - IV. Contact, inform and coordinate the activities of all Program subcontractor's, staff and volunteers to ensure the proper and timely delivery of all Program services at alternate site(s).
 - C.11. The Subrecipient, shall utilize the submission of grant proposals and RFP applications as an effective and successful development strategy for securing support for the operations of its program and services.
 - C.14. The Subrecipient will insure all insurance coverage requirements are fulfilled prior to the initial date of program operations.
 - C.23. The Subrecipient will conduct inventories of program supplies at the beginning and end of the program year.
 - C.26. The Subrecipient shall comply with all State of California National Guard rules and regulations.

6. **County Supplied Items and Assistance**

County Responsibilities are as follows:

The County assumes responsibility for the following prior to or during the implementation of the program schedule set forth herein. There shall be no charge to the Subrecipient for the following items:

All mutually agreed upon supplies for the shelter.

The County and Subrecipient will conduct an inventory at start-up and closing.

COUNTY Program Manager
Housing and Community Development and Homeless Prevention



ATTACHMENT B
Payment/ Compensation

1. **COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for **\$1,039,075** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to 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 the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

Subrecipient 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. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. **PAYMENT TERMS:**

An 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. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice, contingent upon availability of funds, in a format acceptable to the County of Orange and verified and approved OC Community Resources and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Subrecipient. Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient 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
1770 North Broadway
Santa Ana, CA 92706-2642
Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

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

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C
Budget Schedule

1. Subrecipient's Budget Schedule

Project Title: FY 2018-19 Emergency Shelter Program

A. Administration and Budget Schedule

Proposed Activities	County Funds	SSA Fund	Total Budget (Col. 1 + Col. 2)
1. Administration Costs	\$89,760		\$89,760
2. Operating Costs	\$541,925	\$99,679	\$641,604
3. Rapid Rehousing	\$64,622	\$233,396	\$298,018
4. HMIS	\$9,693		\$9,693
TOTAL	\$706,000	\$333,075	\$1,039,075

B. Revenue Resource Summary

Anticipated Funding Sources	FY 2018-19
Federal Community Development Block Grant (CDBG) Funds [County]	\$206,748
Federal Emergency Solutions Grant (ESG) Funds [County]	\$199,252
Fund 15U – Local Funds [County]	\$100,000
Bringing Families Home RRP-[County]	\$333,075
Ops Reserves- Fund 117 [County]	\$200,000
Federal Emergency Food and Shelter Program (EFSP) - Pending	\$375,000
Emergency Solutions Grant (ESG) Funds [City of Garden Grove-Pending]	\$10,000
Community Development Block Grant (CDBG) Funds [City of Tustin-Pending]	\$5,700
Emergency Solutions Grant (ESG) Funds [City of Santa Ana].RRH - Pending	\$61,300
TOTAL FUNDS	\$1,491,075
Shelter Operational Days = Minimum of 58 days up to 157 days, depending on final funding allocations	58-183

2. FUNDS/PROGRAM FUNDING BUDGET:

A. Funds

1. Funds will be used to:

Fill gaps in other funding shortfalls to include, but not limited to: operations, salaries and benefits, transportation, security, food, insurance costs, equipment and supplies, maintenance and other operating costs and support services, such as rapid re-housing assistance activities. Other funding sources may include but not limited to federal, State and local funds, etc.

B. Program Funding Budget

The subject proposal will be financed under this Contract as follows:

15U (local funds)	\$ 100,000
Operations, Support Services, Salaries and Benefits	
CDBG funds (24 CFR Part 570) (KCXXXXX– IDIS XXXX)	\$206,748
Operations, Support Services, Salaries and Benefits	
ESG funds (24 CFR Part 576)	\$199,252
Shelter/Operations/Essential Services	
\$124,937 (KEXXXXX IDIS XXXX)	
Rapid Re-housing	
\$64,622 (KEXXXXX IDIS XXXX)	
HMIS	
\$9,693 (KEXXXXX IDIS XXXX)	
Bringing Families Home – (local funds)	\$ 333,075
Operations, Support Services, Salaries and Benefits	
Ops Reserves - (local funds)	\$ 200,000
Operations, Support Services, Salaries and Benefits	
TOTAL FUNDS	\$ 1,039,075

C. Matching Funds

- a. Amount of Matching Funds (Must be at 100%) \$199,252
- b. Source of Matching Funds: Cash and/or In-Kind

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

- 1. Costs relating to the operations, salaries and benefits, transportation, security, food, insurance, equipment and supplies, maintenance, and other related operating costs and support services relating to rapid re-housing assistance.

- E. Members of Subrecipient’s Board of Directors will serve in a voluntary capacity and receive no compensation, other than reimbursement for expenses, for their services. Under no circumstances will compensation for staff of Subrecipient exceed 45 percent of overall funding from all sources, other than reimbursement for expenses.
- F. Upon written request by Subrecipient 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.
- G. Prior to final payment by County, reimbursement for the cost associated with the National Guard License Agreement, attached as Attachment H, and incorporated herein by reference, for rent of the program will be held until it is determined that the cost for these services have been paid in full.

3. REQUIRED EXPENDITURE THRESHOLD:

The following “Required Expenditure Threshold” criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds received through this Contract. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

Based on the first day of shelter operation, the following are the minimum required expenditure threshold.

For a 183-Day Shelter Operation:

<u>Milestone Date</u>	<u>Minimum Required Expenditure of Shelter Funds Threshold</u>
30 days after first day of shelter operation -	35% of contracted Amount Expended
60 days after first day of shelter operation -	50% of contracted Amount Expended
90 days after first day of shelter operation -	60% of contracted Amount Expended
120 days after first day of shelter operation-	80% of contracted Amount Expended
183 days after first day of shelter operation-	100% of contracted Amount Expended



ATTACHMENT D
Staffing Plan

1. Staffing Plan

Project Title: Emergency Shelter Program

Complete and Submit – Initial Report due on or before July 1.
(Include name and classification).

	Name/Staff	Classification/Title
1	Larry Haynes	Executive Director
2	Patti Long	Associate Director
3	Cathy Nesheim	Finance Manager
4	James Brooks	OC Program Director, Adult Services
5	Jacob Mize	Community Resource Coordinator
6	Alison Sanchez	Emergency Shelter Program Manager
7	TBD	Seasonal Staff

Subrecipient shall appoint a Program Manager to direct the Subrecipient’s efforts in fulfilling Subrecipient’s obligations under this Contract. This Program Manager shall be identified to the County. If there be a Program Manager change the Subrecipient will notify the County in writing prior to the change being made.



ATTACHMENT E

Project Schedule

1. **Project Schedule**

July 1, 2018 – Contract Start Date

A. Recruit and train Emergency Shelter Program staff

B. Initiate:

1. Volunteer Management Plan
2. Alternate Site Management Plan
3. 24/7 Site Management Plan
4. Social Services Program Information Plan
5. In-Kind Contribution Plan
6. Fund Development Plan
7. Program Documentation Manual/Forms, Policies and Procedures
8. Incident Reporting Policy and Procedure

C. Milestone Date for:

1. Volunteer Management Plan (including supporting documentation)

Initial Report due on or before September 30, or 15 days prior to opening of shelter program, whichever date comes first.

2. Alternate Site Management Plan (including supporting documentation) Initial Report due on or before September 30, or 15 days prior to opening of shelter program, whichever date comes first.

New Alternate Site form due three (3) days after confirmation of dark night, and prior to activation of new alternate site. This report may be combined with Initial Report.

Final Report Due: May 31, or 30 days after close of shelter program, whichever date comes first.

3. 24/7 Site Management Plan (including supporting documentation)

Initial Report due on or before September 30, or 15 days prior to opening of shelter program, whichever date comes first.

4. Social Services Program Information Plan (including supporting documentation)

Initial Report due on or before September 30, or 15 days prior to opening of shelter program.

- 5. In-Kind Contribution Plan (including supporting documentation)

Initial Report due on or before September 30, or 15 days prior to opening of shelter program.

- 6. Fund Development Plan (including supporting documentation)

Initial Report due on or before September 30, or 15 days prior to opening of shelter program.

- 7. Program Documentation Manual/Forms, Policies and Procedures (including supporting documentation)

Initial Report due on or before September 30, or 15 days prior to opening of shelter program. This Manual to include all of the above Plans (1 thru 7). In addition, a copy of Manual is retained at each emergency shelter site.

Final Report Due: May 31, or 30 days after close of shelter program.

- 8. Incident Reporting Policy and Procedures.

Initial Report due on or before September 30, or 15 days prior to opening of shelter program.

D. Confirm or re-negotiate agreements with vendors and subcontractors.

E. Inventory the Shelter and Storage Containers.

F. Supplies and Equipment. Order the following needed items:

- 1. Supplies and Equipment
2. Breakfast supplies
3. Two first aid kits
4. Arrange for phone service
5. Extra Dumpsters

G. Meet with all Subrecipient's shelter employees to review all Program forms and rules.

H. Emergency Shelter Program – Operational Days

October 15 Projected Opening Date for Shelter Operation (Based on funding/schedule)
April 15 Projected Closing Date for Shelter Operation (Tentative – Based on Funding)

One to two weeks after closure – Take down and close out of shelters. Move storage containers and complete inventory of items.



ATTACHMENT F

CLIENT RULES

Welcome to the emergency shelter program. The Staff and Volunteers are working very hard to make your stay safe and comfortable. As a client of the program, you *must* agree in writing to follow these rules at all times:

Sign-in at the Shelter begins at 6:00 PM and ends at 9:00 PM. Clients will NOT be allowed entry into shelter before 6:00 pm for any reason including but not limited to using the restroom. Clients will NOT be allowed entry into the shelter after 9:00 PM. Clients may not leave the shelter after signing in for any reason. If you leave, you will forfeit your bed. No exceptions. *(This policy includes but is not limited to going to your car to retrieve personal belongings, cigarettes, etc.)*

1. Priority will be given to clients who take the shuttle bus to and from the Shelter each day.
2. Alcohol and drugs are NOT permitted in or around the Shelter and they will be confiscated. At the discretion of the Site Leader or Management, you may be excluded from the program for that night, or possibly terminated for the remainder of the season.
3. No weapons are permitted. They will be tagged by security and kept until you leave. Anyone with a concealed weapon will be immediately excluded from the program.
4. We reserve the right to search all applicants for weapons, alcohol, and illegal drugs.
5. Photo ID's are required of all registered clients. Mercy House *will* take photos and thumbprints to produce program ID's for clients. By entering this program, you give your consent to this.
6. All Clients must check in and fill out appropriate paperwork.
7. Showers are strongly recommended for all shelter clients. No showers after 9:00 PM or in the morning. Only 1 towel will be given for showers. Do not take the towel back to your mat; you must place inside the bin located outside of bathroom door. All blankets and towels are to be returned to staff before exiting the shelter. All towels, mats and blankets must be accounted for.
8. No smoking inside the Armory. There is a designated smoking area outside the Armory. No smoking once lights are out. Smoking is only permitted in the designated area while staff or security is present. Smoking breaks will be scheduled and will be monitored at all times.
9. Lights go out normally at 10:00 PM. Clients must remain at their beds after lights out.

10. Wake up call is 4:45 AM. Coffee and breakfast is provided to clients (when available), prior to the return of their blankets in the mornings. Clients must leave the shelter by 6:00 AM, no exceptions. No one is allowed in the shelter after 6:00 AM. If you came by bus, you must exit by bus.
11. In public areas, shirts and pants are mandatory for men and women at all times; socks and shoes are strongly encouraged.
12. The evening meal is served at 7:00 PM. Please clean up around your area after you eat, and wear shoes when in the meal line. Should you have a spill, please notify staff immediately.
13. There are no phones available for personal use inside the shelter. All personal calls should be made before coming into the armory. All cell phones should be turned off prior to entry into armory but may be turned on for use after regular check in procedures are completed. Clients are NOT allowed to use ANY electrical outlets for any reason.
14. Client cars may be parked on shelter property, if in designated areas, and the vehicle is registered with program. Once you enter the shelter, you may not return to your vehicle for any reason. You may not park your car on the first row. Clients are not to park in residential areas. Vehicles are only allowed to be parked during operation hours and must be off the premises by 6:00am or will be towed at the owner's expense.
15. Due to limited space and client safety, you are restricted to TWO HANDHELD BAGS ONLY. Shopping carts, excessive luggage, bags, bicycles, etc. will not be allowed in the Armory
16. Clients are not allowed in the outside back-area of the armory, storage containers, kitchen or any other rooms of the Armory other than the main hall and bathrooms. All other areas are off limits to anyone other than Program Staff or Military Personnel.
17. Children must be supervised and accompanied by parent(s) at ALL times, and cannot go into the showers or bathrooms alone. Children are not allowed in the single men or single women's sleeping areas at any time.
18. There is a women's section and a men's section for sleeping. Women are not allowed in the men's section, and men are not allowed in women's section.
19. Only the Site Leader or Manager on duty can expel / prevent any clients from staying at the shelter. Any conflicts between clients should be brought to the attention of the staff immediately. If you are asked to leave and you do not, it is a trespass on federal property.
20. Clients cannot reserve mats. Do not put any of your items on another mat to reserve a space. You also may not reserve a mat for another client (excluding your children).
21. Donations will be handed out in an orderly fashion by the staff and volunteers. Clients will not interfere with donations being brought in or the distribution of donations.
22. The Shelter Program operates as guests of the city in which it is located. As a result, all clients are expected to be Good Neighbors and have an obligation to comply with all state and local laws and/or ordinances and Shelter rules and behave in a courteous manner at all times. Complaints

from residents, business owners, or public officials may result in warnings to the clients and expulsion from the Shelter program.

- 23. Any threats or acts of violence such as loud and disruptive behaviors, threats, fighting, etc. to staff, volunteers, military personnel or other clients will result in immediate expulsion.
- 24. Neither the National Guard nor any of its vendors are in any way responsible or liable for lost, stolen, or damaged items that clients bring onto premises.
- 25. No pets are permitted into the armory at any time.
- 26. Cash is never to be given to Staff, Volunteers, Military Personnel, or Interns at ANY time.
- 27. The maximum allowed number of nights for individuals to be serviced shall be 183 nights.

As a result of signing this form, I have read, do understand, and agree that neither _____, any volunteers, service providers, The National Guard, American Security, or any of the vendors providing services for the Emergency Shelter Program will be responsible for any loss, theft, or damage to personal property, including, but not limited to, Bicycles, Carts, Luggage, Cell Phones and other items that are Brought onto the premises of the Armory or other locations that the Emergency Shelter uses for its clients.

I have read and understand the above and agree to follow the Shelter rules.

Name (please print): _____

Signature: _____ Date: _____



ATTACHMENT G Good Neighbor Plan

1. Good Neighbor Plan

The Emergency Shelter Program (Program) is a collaborative effort between the County of Orange, the participating cities and Subrecipient to provide emergency shelter for homeless clients in a safe and healthy environment while protecting the rights of those living or working near the shelter facilities in full cooperation with local governments including area law enforcement agencies, the California National Guard, and other affected agencies.

It is the goal and objective of this Good Neighbor Plan to provide a mechanism to gather input from all collaborative agencies and organizations, to facilitate the timely exchange of ideas and issues, to work toward proactive solutions, and ensure all parties have a full voice to ensure a successful Program. Periodic status/progress reporting will be made to all appropriate entities regarding the implementation of this Plan.

2. Summary

The program location is: 612 E. Warner, Santa Ana. The Program provides shelter for approximately 200 homeless persons per night during the 183-day winter program. The Program will begin in mid-October as allowed by funding and the National Guard, and will continue to provide services and shelter through the season which extends up to 183 days dependent on funding and availability of the National Guard.

Housing and Community Development and Homeless Prevention (HCD/HP) will administer the Contract with Subrecipient for operation of the Program.

The Subrecipient is responsible for the coordination of on-site supportive services for the Program. This includes coordination with: County of Orange Health Care Agency, County of Orange Social Services Agency, City of Santa Ana and other surrounding cities, 2-1-1 OC, as well as other nonprofit agencies who provide supportive services for the Program.

3. Program Administration

The County and Subrecipient shall each appoint a Project Manager to direct the efforts in fulfilling the obligations of the program. The County Project Manager will act as a liaison between HCD/HP, the Subrecipient, the cities, the local California National Guard, the State Military Department, and any other agencies as may be appropriate during the term of this agreement.

The County and Subrecipient Project Managers along with other key personnel associated with the Program will form a Project Management Team (the Team) to coordinate the successful completion of the Program. It is the intent of the Project Team to involve and

collaborate with the cities and all other affected parties in order to fully exchange information and mitigate any unfavorable situations.

The Project Team places high priority on full cooperation and coordination with the local cities and the California National Guard personnel to provide the best possible emergency shelter conditions for the homeless of the County, while minimizing the impact to the local communities and the National Guard facilities and equipment. The local agencies and the California National Guard personnel will be part of all appropriate planning sessions, will be copied on all appropriate program correspondence, and will receive a high-priority response to questions or problems arising through the life of this program.

4. Communication

The Project Team members will meet during the Program year to review management reports and discuss Program performance and progress under the Contract. The Project Team will maintain a current phone and E-mail list of agencies that will include all key personnel associated with the Project. In addition, an Emergency Contact List will be maintained and distributed to include 24-hour emergency phone numbers.

Both phone and E-mail lists will be used to control rumors, disseminate information quickly, and enable the Project Team and the public to contact the appropriate people when issues or concerns arise. The Site Supervisors will maintain an Incident Log and record any incidents, issues or complaints that arise from the operation of the shelters.

Copies of the Incident Logs will be forwarded to appropriate members of the Team. It is expected that all members of the Project Team will remain in constant contact with other Project Team members via phone and E-mail, and that all significant discussions and issues will receive full input and support so that the Project Team speaks with "one voice".

All citizen complaints arising out of the Program will be logged in the Incident Log and forwarded to the appropriate senior Project Team member for prompt investigation and resolution. It is expected that all complainants will receive an initial response within 72 hours or less, with intent to find a mutual resolution on an expedited basis. All Team members will be fully committed to customer service response, and will consider the resolution of citizen complaints a high priority.

A comprehensive community relations program will be initiated to establish and publicize facility tours, distribute program brochures, highlight corporate, organizational and individual volunteering, recognize exceptional participation, and represent the program at community speaking opportunities. All community and media contact will be made in concert with County Media Representative and National Guard media guidelines. The Program will incorporate an emphasis on how the Program helps clients' progress to permanent housing and self-sufficiency (i.e. jobs). The community relations program will also recognize and highlight the collaborative efforts among various agencies involved or supporting the Program (i.e. service providers, churches, public agencies, businesses that donate).

The Subrecipient will include a copy of this Good Neighbor Plan in employee new-hire packets, and all employees and volunteers will be expected to comply with this Plan. Copies of this Plan will be distributed to area businesses and agencies as appropriate.

The Subrecipient's Client Agreements given to all clients entering the Program will include a summary of the provisions of this Good Neighbor Plan stressing the commitment to the public partnership aspect of the Program and the importance of following these guidelines at all times. Emphasize orientation on client behavior, abiding by the Good Neighbor Policy onsite and off-site of the Program. Client violators of these Good Neighbor guidelines will be given additional orientation on the provisions of this Plan. Repeat violators will be excluded from the Program. The Client Agreements will reflect the in house policies and procedures that will be posted, read, and signed by clients.

5. Safety, Health and Security Rules

Clients entering the Program will receive information, both written and verbal, regarding safety, health and security rules and regulations. All clients will be required to sign an agreement to abide by these rules and regulations. In addition, all clients must have a Photo ID to be admitted to the Program. Photo IDs will be provided for those clients lacking suitable identification.

No violence or criminal activity of any type will be tolerated in or around shelter property. No use of alcohol or drugs in or around the Program will be allowed. No weapons are permitted in or around shelter facilities. Anyone found to be concealing a weapon will be exited from the Program.

Clients will be transported to the shelters in buses provided by the Subrecipient, and security personnel will be stationed at pick-up and drop-off points. A limited number of walk-in clients will be admitted on a space available basis. Security personnel will also be stationed in and around the Program.

The license numbers of all client vehicles driven to the Program will be recorded during the sign-in process, and Security personnel will include these vehicles in their exterior patrols to ensure vehicle security and guard against nuisance situations for homes and businesses in the area.

Detailed, written rules and regulations relating to safety, health and security are maintained as part of the Project Documentation Manual and are available for review at all times. A copy of this document will be maintained at each Shelter.

6. Loiter Control

Clients will be transported to the shelters in buses provided by this Project from pre-determined pick-up points. Security personnel will be station at pick-up and drop-off points to ensure all rules are observed.

Smoking is allowed only in designated areas outside the Shelter.

Sign-in is at 6:00PM and clients may not leave the Shelter after signing in.

Anyone leaving after sign-in will forfeit his or her bed.

Sign-out is no later than 6AM.

Each site, in consultation with all collaborative agencies and area residents, will develop loiter guidelines for management at each site that will be included in the project documentation manual.

7. Litter Control

Subrecipient personnel will keep the Shelter areas free of litter, graffiti and shopping carts in accordance with National Guard and City requirements. Daily inspections will be conducted both inside and outside Armory facilities to ensure full compliance with National Guard and City requirements, and Subrecipient personnel, followed by re-inspection, will correct sub-standard cleanliness ratings immediately.

8. Crime Prevention

The Subrecipient will have in place written security policies and procedures for the shelter facilities with special emphasis on entering and exiting facility, exterior security, and policies and procedures that will inhibit loitering, public drunkenness, drug trafficking, weapons possession, and criminal activity. Substantiated drug, alcohol use, weapons possession, or other criminal activity will be cause for exclusion from the Shelter.

9. Mediation

In the event concerns develop that cannot be resolved through existing channels, including County and Subrecipient's Project Managers and shelter staff, the disputing parties may commit to participation in the mediation services offered by the Institute of Conflict Management in a non-threatening environment at a location to be determined by parties involved.

10. Environmental Issues

All decisions made and process initiated for the Program will include an assessment of appropriate environment considerations. Garbage collection and removal will incorporate recycling to the extent possible, and energy conservation measures will be utilized wherever appropriate.



LICENSE NUMBER 00371

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The County of Orange

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 6th day of October, 2017, by and between the California Military Department (CMD), hereinafter called STATE, and the County of Orange, 1300 S. Grand Avenue, Bldg B, Santa Ana, CA 92705, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" and collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Santa Ana Armory located at 612 E. Warner Ave, Santa Ana, CA 92707, hereinafter called PREMISES, identified in Exhibit "B", consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

- 1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.
3. PREMISES will be unavailable during drill periods as follows: 14-15 October 2017; 11 November 2017; 8-10 December 2017; 5-7 January 2018; 8-11 February

2018; 3-4 March 2018; 12-15 April 2018.

4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic and which pertains to the use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities.
9. LICENSEE shall have use of the Offices, Storage Areas, Drill Floor, Latrines, Showers, parking areas for placement of storage containers (IF REQUIRED), and Kitchen Counters (no use of the oven or stove top) but only for temporary food storage, providing that all food will be removed and surfaces cleaned on a daily basis when the shelter operation is underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees or agents and all losses shall be reported to STATE immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or other part of PREMISES nor change in any manner or move any fixture on PREMISES or make any alterations or changes to PREMISES without prior written consent of the Readiness Center Commander.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs or equipment on PREMISES.
13. Upon expiration of this license, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof and Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, and then only in a controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE agrees to clean PREMISES and remove all litter, trash, cans, bottles, etc. from the site after each period of use. LICENSEE shall also ensure the provision of janitorial service for the restrooms, showers, and drill floor by a licenses contractor or qualified civil service employee. The armory will be cleaned and sanitized according to the standards set forth in **Exhibit "F"**, made a part hereof by this reference.
2. LICENSEE, in order to provide a variety of health and medical services to homeless citizens, may provide on-site program management through either LICENSEE staff or employees, agents or volunteers of a non-profit organization.
3. The armory facility will be available fourteen (14) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
4. LICENSEE shall provide a minimum of one (1) easily identifiable uniformed security guard, with a current and valid security guard card, on the premises of the armory one hour before the shelter opens until one hour after lights-out in the evening. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
5. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the Facilities and Infrastructure Department (J-9) or the STATE Program Manager before leaving the PREMISES.
6. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours for emergencies or seventy-two (72) hours if urgent.
7. The STATE Area coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
8. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use.
9. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of the armory during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply sanitary items and paper products to include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towel, and toilet paper. If requested (necessary), the County Health Department shall

provide periodic health screenings and consultation on issues pertaining to sanitation

11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of *service animal* in Section XV below.
12. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
13. LICENSEE shall ensure that shelter clients demonstrate valid vehicle registration and insurance to be allowed to park their vehicle in PREMISES parking area.
14. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

County of Orange
 Attn: Housing and Community Development/Homeless Prevention
 1300 S. Grand Avenue, Bldg. B
 Santa Ana, CA 92705
 (714) 480-2744

To STATE:

California Military Department
 9800 Goethe Road, Box 18
 Sacramento, CA 95826
 (916) 854-3788

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV. INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V. HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and

expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is Five Hundred Forty Dollars (**\$540**) for each use period as agreed in this license, which includes utility costs and payment for supervising service members (2 per day).
2. Each use period is fourteen (14) hours; approved from 5:30 PM to 7:30 AM.
3. The total number of use periods for which an armory was committed to program use will be tabulated monthly.
4. The number of use periods will be multiplied by \$540 to establish the total fee to be remitted to the STATE. Rental periods operate on an approved twenty-four (24) hour cycle will be billed at a 24-hour rate of Eight Hundred Eighty Dollars (**\$880**).
5. Extraordinary utility costs will be assessed LICENSEE on an as-incurred basis and included as a surcharge in invoices from STATE.
6. Payment for armory use is due and payable the first business day of each following month and is considered delinquent after the fifteenth (15th) of the month.
7. LICENSEE'S check will display STATE'S License number as shown on Page 1 of this document and be made payable to the California Military Department. Payment will be remitted to the address in Section III - Notification, and LICENSEE shall not require receipt of an invoice before issuance of payment due.

VII.

TERM

License shall take effect no earlier than October 30, 2017 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) April 15, 2018.

VIII. AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days written notification to the other party at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses

imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE'S expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

PRESENCE OF LEAD

STATE lead exposure standards for industrial occupancies, like an armory use, are not more than (\leq) 200 microns/square foot. The Army National Guard (ANG) has adopted a more strict safe limit for lead exposure of \leq 40 microns/square foot. STATE has accepted the more stringent ANG standard and has surveyed PREMISES for lead, the results of which are contained in **Exhibit "E"**, attached hereto and by this reference made a part hereof. Study results demonstrate the PREMISES complies with existing state environmental requirements for lead exposure in an industrial setting (no children), but it also identifies a small number of areas where remediation is required to achieve the new ANG standard.

STATE will clean PREMISES to achieve a uniform level of \leq 40 microns/square foot of ambient lead throughout PREMISES.

XV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SSigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

Digitally signed by
ESTRADA.MONICA.MARIE.1177613726
DN: c=US, o=U.S. Government, ou=DoD,
 ou=PKI, ou=USA,
 cn=ESTRADA.MONICA.MARIE.1177613726
 Date: 2017.10.06 11:57:46 -07'00'

INSTALLATION COMMANDER

DATE: 26 SEPTEMBER 2017

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WHITE.THOMAS.LA.CON.1501139552
DN: c=US, o=U.S. Government, ou=DoD,
 ou=PKI, ou=USA,
 cn=WHITE.THOMAS.LA.CON.1501139552
 Date: 2017.10.09 09:32:13 -07'00'

FOR THE ADJUTANT GENERAL

DATE: 26 SEPTEMBER 2017

THE COUNTY OF ORANGE

DATE:

Enclosures:

- 1 Exhibit A; Vicinity Map
- 2 Exhibit B; Location Map
- 3 Exhibit C; Preventing Tuberculosis
- 4 Exhibit D; Certificate of Self-Insurance
- 5 Exhibit E; Lead Survey
- 6 Exhibit F; Janitorial Services

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
 AND
 OC COMMUNITY RESOURCES/HOUSING AND COMMUNITY DEVELOPMENT AND
 HOMELESS PREVENTION
 FOR THE PROVISION OF
 BRINGING FAMILIES HOME PROGRAM

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency, hereinafter referred to as "SSA," and OC Community Resources/Housing and Community Development and Homeless Prevention hereinafter referred to as "OCCR." This MOU is authorized and provided for pursuant to Assembly Bill (AB) 1603 (Chapter 25, statutes of 2016). This MOU contains program content and purpose along with specific guidelines for the implementation and administration of Bringing Families Home Program (BFH) to Family (ies) who meet the guidelines set forth in this MOU.

SSA and OCCR may be referred to individually as "Party" and collectively as "the Parties." The County of Orange may be referred to as "COUNTY." The relationship between SSA and OCCR, with regard to this MOU, is based upon the following:

1. SSA is responsible for administering Child Welfare Services (CWS), in accordance with the State of California Welfare and Institutions Code (WIC) Section 16501.
2. OCCR and SSA agree that services and activities described in this MOU are to be provided by OCCR through a subcontracted provider.

References to OCCR throughout this MOU will include any services and activities provided through the subcontracted provider.

3. OCCR, through a subcontracted provider, agrees to provide housing-related services to eligible families served by CFS, to support in the reunification of homeless families in the child welfare system.
4. SSA agrees to refer Family (ies), as appropriate, to OCCR or subcontracted provider for BFH, pursuant to AB 1603 (Stats. 2016, Ch. 25) and WIC 16523.
5. This MOU contains the procedural guidelines authorized by both the SSA Director and the OC Community Resources Director, for their respective employees to follow in providing BFH.

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I. TERM

The term of this MOU shall commence on September 1, 2017, and end on June 30, 2019, unless earlier terminated pursuant to the provisions of Paragraph XXVIII of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, billing obligations, reporting and confidentiality.

II. PURPOSE

The purpose of this MOU is to establish the procedure for SSA and OCCR to provide BFH to Family (ies) who meet the criteria in Paragraph IV, below.

III. DEFINITIONS

A. Children and Family Services (CFS): The Division in the Social Services Agency (SSA) that provides services to protect children from abuse and neglect, and provides services to at-risk families.

B. Eligible family: Family(ies) receiving services from CFS pursuant to State regulations and COUNTY policies that are referred by SSA and accepted by OCCR that meet the following criteria:

1. Receives child welfare services at the time eligibility is determined.
2. Is homeless.
3. Voluntarily agrees to participate in the program.
4. Either of the following:
 - a) Has been determined appropriate for reunification of a child to a biological parent or guardian by the county human services agency handling the case, the court with jurisdiction over the child, or both.
 - b) A child or children in the family is or are at risk of foster care placement, and the county human services agency

determines that safe and stable housing for the family will prevent the need for the child's or children's removal from the parent or guardian.

C. Homeless:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence.
2. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.
3. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.
4. An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.
5. An individual or family who will imminently lose their housing, including, but not limited to, housing they own, rent, or live in without paying rent, are sharing with others, or rooms in hotels or motels not paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, as evidenced by any of the following:
 - a. A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days.

- b. The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days.
 - c. Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause.
6. An individual or family who has no subsequent residence identified.
7. An individual or family who lacks the resources or support networks needed to obtain other permanent housing.
8. Unaccompanied youth and homeless families with children and youth defined as homeless under any other federal statute, as of the effective date of this program, who meet all of the following:
- a. Have experienced a long-term period without living independently in permanent housing.
 - b. Have experienced persistent instability as measured by frequent moves over that long-term period.
 - c. Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

D. Homelessness: The status of being homeless, as defined in subparagraph

III. C.

- E. Permanent housing: A place to live without a limit on the length of stay in the housing that exceeds the duration of funding for the program, subject to landlord-tenant laws pursuant to Chapter 2 (commencing with Section 1940) of Title 5 of Part 4 of Division 3 of the Civil Code.
- F. Program: The implementing of Bringing Families Home Program established through AB 1603.
- G. Supportive housing: As defined in paragraph (2) of subdivision (b) of Section 50675.14 of the Health and Safety Code, except that the program is not restricted to serving only projects with five or more units.

IV. POPULATION TO BE SERVED

OCCR shall provide services to Family (ies) as defined in Subparagraph III. B that are referred by SSA and accepted by OCCR.

V. REFERRALS

OCCR shall evaluate BFH for all prospective Family (ies) referred by SSA within the available funding, regardless of the number of referrals. OCCR shall provide a disposition regarding each referral based on criteria established in Paragraph VII or as otherwise provided by SSA. OCCR shall provide a disposition within 10 days from the date the referral is received. OCCR shall not refuse to provide services to a prospective eligible Family (ies) without discussion and concurrence by SSA.

VI. HOUSING SUPPORT SERVICES

A. SSA and OCCR agree that the goal of this MOU is to address the needs of homeless families in the County of Orange involved with the child welfare system by reducing the number of families in the child welfare system experiencing homelessness, increasing the number of families reunifying and prevent foster care placement.

B. OCCR shall provide services in accordance with all CWS

regulations, California legislation, and COUNTY Policy.

VII. OCCR RESPONSIBILITIES

1. Assisting Family (ies) in obtaining and/or sustaining stable housing.
2. Developing an understanding of the COUNTY's housing market; developing strong business relationships in the private housing market (real estate owners, developers, brokers, and property managers) and the supportive housing community.
3. Developing, maintaining and providing a list of potential housing opportunities for Family (ies) to assist with effective housing search.
4. Assisting Family (ies) in securing decent, affordable housing.
5. Maintaining effective relationships with the landlords and/or property managers by resolving conflicts and providing necessary emergency support.
6. Answering and responding to landlord phone queries; making referrals as needed.
7. Overseeing housing inspections and rent reasonability standards.
8. Assisting with the collection of documentation and support of Family (ies) when necessary.
9. Assisting with 3-day pay rent or quit notices and Family (ies) related legal issues.
10. Performing housing and safety inspections and be certified as a visual assessor in accordance with Housing and Urban Development's (HUD) Housing Quality Standards.
11. Leveraging existing relationships with local landlords and property management companies to seek housing placements for Family (ies).

12. Developing relationships with new landlords and properties. Potential new landlords and properties shall be identified through online housing resources, local realtors, Housing Authority announcements as well as general geographic canvassing for housing vacancies.
13. Utilizing marketing tools and rental subsidies as incentives for engaging landlords to rent to households with barriers to housing stability. Landlords shall have direct access to a support phone line and a dedicated point person responsive to their concerns and needs, and can expect prompt intervention with tenants when requested.
14. Providing housing search and placement services to Family (ies); ensuring that habitability and safety standards are assessed (including lead-based paint assessments) before Family (ies) are placed in housing units.
15. Providing financial assistance, housing counseling and case management to Family(ies) for the following identified time periods:
 - a. Short-Term (up to 3 months) for a minimum of thirty-one (31) households.
 - b. Medium Term (up to 6 months) for a minimum of thirty-one (31) households.
16. Financial assistance services shall be determined on a need basis by each Family and shall include short-term to medium-term rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and making the home habitable. Family (ies) determined eligible for financial assistance shall also receive housing search and placement services.

17. Family(ies) will receive on-going case management to help Family(ies) meet their employment, budgeting, financial, and overall life skills goals as well as to ensure their housing stabilization and self-sufficiency after financial assistance is expended.
18. Case management sessions will be held at Family (ies)'s place of residence or at location determined by OCCR on a weekly basis or as needed.
19. After assistance is expended, follow-up case management shall be provided at 30, 60, 90-day intervals for up to one year from the date of original intervention.
20. After 3 months of rental assistance, Family (ies) will be reassessed to determine if further financial assistance is needed. Determining factors for continued assistance include: 1) whether or not the Family(ies) still meet CWS program eligibility; 2) determination of continuing need; 3) anticipation of employment opportunity or increased income in the prospective future; 4) program compliance; and 5) active participation in case management and progress toward housing goals.

VIII. MUTUAL RESPONSIBILITIES

SSA and OCCR are mutually responsible for:

- A. Participating in meetings to address service delivery issues on a quarterly basis or as requested by SSA.
- B. Attending SSA training and conferences that will include, but not be limited to, new Federal and/or State regulations impacting CWS, and documentation of procedures and dissemination of data/changes to staff. Travel and costs for training are part of funds provided

through this MOU.

- C. Attending Child Family Team (CFTs) meetings to engage Family (ies). The CFTs will be attended by the youth, the Family (ies) members, professionals, a meeting facilitator, SSA, OCCR and/or additional individuals identified by the family. The purpose of the CFTs is to identify goals for the child that address the needs of the child as well as mandated related court orders for the Family (ies) members.

IX. SUBCONTRACTS:

- A. OCCR shall not subcontract for services under this MOU without the prior written consent of SSA. If SSA consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of OCCR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to SSA. OCCR shall include in each subcontract any provision SSA may require.

B. Subcontracts of \$25,000 or less:

- 1. OCCR shall develop a standard form Purchase Order, subject to prior written approval of SSA, to be utilized for the purchase of services by OCCR when the cumulative total cost of the services to be provided by any organization is anticipated to be twenty-five thousand dollars (\$25,000) or less during the term of this MOU. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

C. Subcontracts in excess of \$25,000:

- 1. OCCR shall develop and submit for approval to SSA a system for the procurement of subcontracts with any organization in

- which the total cumulative cost of services provided by any single organization is anticipated to exceed twenty-five thousand dollars (\$25,000) during the term of this MOU. OCCR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to OCCR planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.
2. Upon SSA's approval of OCCR's proposed procurement system, OCCR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of twenty-five thousand dollars (\$25,000) during the term of this MOU. In addition, OCCR shall obtain SSA's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed twenty-five thousand dollars (\$25,000) during the term of this MOU.
 3. OCCR and its subcontractor (s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of SSA, and to the examination and audit by SSA or designee, for a period of five (5) years after the date of final payment under this MOU, or until any pending audit is completed.

X. NON-DISCRIMINATION

- A. In the performance of this MOU, OCCR agrees that it shall not

engage nor employ any unlawful discriminatory practices in the admission of Family(ies), provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws.

- B. OCCR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.
- C. OCCR shall furnish any and all information requested by SSA and shall permit SSA access, during business hours, to books, records and accounts in order to ascertain OCCR's compliance with Paragraph X et seq. OCCR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

Non-Discrimination in Employment:

1. All solicitations or advertisements for employees placed by or on behalf of OCCR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

- 2. OCCR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Social Services

Public Inquiry and Response Bureau

P.O. Box 944243, M.S. 8-4-23

Sacramento, CA 95814

Telephone: (800) 952-5253

(800) 952-8349 (For the hard of hearing)

Non-Discrimination in Service Delivery:

- 1. OCCR shall comply with Titles VI and 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; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. OCCR shall not implement any administrative methods or procedures which would have a discriminatory

effect or which would violate the California Department of Social Services (CDSS), Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph X et seq.

2. OCCR shall provide any and all Family(ies) desirous of filing a formal complaint any and all information as appropriate:

- a. Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)
- b. Discrimination Complaint Form
- c. Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency
Program Integrity
Attn: Civil Rights Coordinator
P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

XI. FRAUD

If service provider fraud is suspected, OCCR shall report the suspected fraud to SSA within 48 hours of OCCR becoming aware of the fraud.

XII. HANDLING COMPLAINTS

- A. OCCR shall develop, operate, and maintain procedures for receiving, investigating, and responding to complaints.
- B. SSA shall be notified immediately of all Civil Rights complaints.
- C. OCCR shall identify issues with potential legal implications, and review any such cases with SSA prior to responding to the complaints.
- D. OCCR shall maintain a log for identification and response to complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted. Responses to complaints should occur within two (2) business days unless otherwise authorized by SSA.
- E. OCCR shall provide, in a format approved by SSA, information pertaining to complaints, as well as OCCR's response to any complaints to SSA, as described above, within ten (10) business days of the complaint.
- F. OCCR shall include a summary of all complaints received in the monthly status reports submitted to SSA.

XIII. OUTSIDE CONTACTS

OCCR shall:

- A. Immediately inform SSA of any inquiry from an elected official.

their representative, Family advocate, or the press, and immediately provide information in order for SSA to respond.

- B. Consult with SSA prior to initiating contact with a Family advocate or the press.
- C. Inform SSA prior to initiating contact with an elected official or their representative.

XIV. FACILITIES:

- A. OCCR and SSA will mutually agree in writing as to facility locations where services will be provided.
- B. OCCR and SSA may mutually agree in writing to add, change, modify, or delete facility locations as necessary to best serve the needs of SSA and Family (ies) to be served under this MOU.

XV. HOURS OF OPERATION

- A. At a minimum, OCCR shall maintain business hours of Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m., except County holidays as established by the Orange County Board of Supervisors. In addition, OCCR shall address any expanded work hours of operation during the evening and on weekends that may be required to provide services to Family (ies).
- B. OCCR's holiday schedule shall not exceed SSA's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. OCCR is encouraged to provide the contracted services on holidays, whenever possible.

XVI. PERFORMANCE OUTCOME OBJECTIVES

- A. One hundred percent (100%) of Family (ies) referred will be evaluated for BFH Services by OCCR per Subparagraph V above.
- B. Eighty percent (80%) of Family (ies) served in the BFH will remain housed from the date of original intervention throughout the term of this MOU.

XVII. REPORTING REQUIREMENTS

- A. OCCR shall immediately address reports of problems, including

attendance issues, achievements, or other BFH Services concerns with affected Family (ies) and employee. OCCR shall inform CFS staff within twenty-four (24) hours of attendance issues or other BFH Services concerns. This will allow for quick intervention and results oriented action to address the issue with the Family (ies).

- B. OCCR will provide information deemed necessary by SSA to complete any State-required reports related to the services provided under the MOU.
- C. OCCR will provide, by the tenth (10th) calendar day of each month, a status report for the preceding month, in a format approved by SSA. Data elements shall include, but not limited to, the following:
 - 1. Total number of referrals received from SSA and referral outcomes.
 - 2. Caseload movement.
 - 3. Financial assistance expenditures
 - 4. Total number of housing services provided
 - 5. Status of outcomes Outcome Objectives stated in Paragraph XVI.

XVIII. PERFORMANCE MONITORING AND REVIEWS

- A. OCCR's performance shall be monitored and reviewed by SSA. OCCR shall cooperate and assist SSA staff in monitoring performance. SSA staff will conduct case reviews as part of an on-going evaluation of OCCR's performance.
- B. SSA may use a variety of inspection methods to evaluate OCCR's performance, including but not limited to:
 - 1. Random sampling of program activities including a review of case files each month;
 - 2. Activity checklists and random observations;
 - 3. Inspect output items on a periodic basis as deemed necessary;
 - 4. Monthly statistical reports;

- 5. Family(ies) complaints and/or Family(ies) questionnaires; and
- 6. Service provider complaints or reports.

- C. SSA may require corrective action plans when it is determined that services are performed unsatisfactorily during the review period. OCCR shall remedy the performance defects within the time period specified in the corrective action plan.
- D. Performance evaluation meetings will be conducted by SSA staff as necessary.
- E. OCCR shall cooperate with SSA in providing the information necessary for monitoring this MOU, and with authorized State or Federal representatives who may audit CWS Program services.

XIX. STATEMENT OF COSTS

- A. OCCR shall cost apply the actual cost of services as described in this MOU in an amount not to exceed the maximum obligation as referenced below. OCCR agrees to complete and send its cost application by the tenth (10th) calendar day of every month for the preceding month, with the exception of the month of June, for which estimated costs must be provided by June 10th and followed up with actual cost information by July 10th, to allow SSA sufficient time to complete its State and/or Federal claiming process. All cost application claims are to be sent to SSA/Contracts, Bldg. 550.
- B. OCCR shall provide timely budgetary information upon request from SSA for inclusion in the CDSS Proposed County Administrative Budget and County Budget and any other required State and/or Federal Reports.
- C. OCCR shall comply with any and all State and Federal programmatic and fiscal claiming guidelines developed for the use of funds, including Federal subrecipient monitoring and reporting

requirements.

XX. BUDGET

The annual budgets will be as follows for September 1, 2017 - June 30, 2018 and July 1, 2018 - June 30, 2019:

<u>Line Items</u>			<u>Budget</u>
<u>OCCR Administration</u>			
Administration ⁽³⁾			<u>\$24,375</u>
Total - OCCR Administration			<u>\$24,375</u>
<u>OCCR Contractor</u>			
<u>Salaries and Benefits</u>	<u>Maximum</u>	<u>FTE</u>	
	<u>Hourly Rate</u>		
Case Manager	\$16.83	1.75	\$61,516
Housing Advocate	\$16.83	0.10	3,500
Program Director	\$26.23	0.15	3,000
Operations Director	\$38.46	0.05	4,000
HMIS/Data/Reports Staff	\$16.83	0.15	5,000
Accounting Staff	\$28.87	0.10	<u>6,000</u>
Subtotal Salaries			\$83,016
Benefits ⁽¹⁾ (25%)			<u>\$9,760</u>
Total Salaries and Benefits			\$92,776
<u>Operations Costs</u>			
Professional Services			\$2,250
Facilities/Equipment/IT			3,000
Office Supplies			400
Communications			1,000
Mileage ⁽²⁾			<u>250</u>
Subtotal Operations Costs			\$6,900
<u>Direct Client Services</u>			
Housing Assistance			<u>\$233,399</u>
Subtotal Direct Client Services			\$233,399
Total - OCCR Contractor			\$333,075

ANNUAL MAXIMUM OBLIGATION	\$357,450
CONTRACT MAXIMUM SSA OBLIGATION (9/1/17 - 6/30/19)	\$714,900

- (1) Employee Benefits include health insurance, dental insurance, life insurance, and long-term disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.
- (2) Mileage is limited to the amount allowed by the IRS. Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by SSA. OCCR shall be reimbursed for actual expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel Allowances. OCCR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel, up to the maximum allowed in CFR 41 Chapter 301, Travel Allowances.
- (3) Administration under OCCR encompasses OC Community Resources allocated administration cost pool for Human Resources, Information Technology, Budget, Purchasing costs. OCCR's administration covers indirect rate charges, accounting, management and accounting costs charged through an allocation plan.

XXI. CONFIDENTIALITY

- A. OCCR agrees to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

- B. All records and information concerning any and all persons referred to OCCR by SSA or SSA's designee shall be considered and kept confidential by OCCR. OCCR's staff, agents, employees and volunteers. OCCR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for OCCR under this MOU to sign an agreement with OCCR before commencing the provision of any such services. to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all Family(ies) referred to OCCR by SSA, except as may be required to provide services under this MOU or to those specified in this MOU as having the capacity to audit OCCR, and as to the latter, only during such audit. OCCR shall provide reports and any other information required by SSA in the administration of this MOU, and as otherwise permitted by law.
- C. OCCR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person violating the provisions of said State law may be guilty of a crime.
- D. OCCR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

XXII. PUBLICITY

- A. Information and solicitations, prepared and released by OCCR, concerning the services provided under this MOU shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.
- B. OCCR shall not disclose any details in connection with this MOU to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing OCCR's need to identify its services and related Family(ies) to sustain itself, SSA shall not inhibit OCCR from publishing its role under this MOU within the following conditions:
 - 1) OCCR shall develop all publicity material in a professional manner; and
 - 2) During the term of this MOU, OCCR shall not, and shall not authorize another to, publish or disseminate any

commercial advertisements, press releases, feature articles, or other materials using the name of SSA without the prior written consent of SSA. SSA shall not unreasonably withhold written consent.

XXIII. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

OCCR shall report to SSA:

- A. Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against OCCR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- B. Any third party claim or lawsuit filed against OCCR arising from or relating to services performed by OCCR under this MOU. Such report shall be submitted to SSA within twenty-four (24) hours of occurrence.
- C. Any injury to an employee of OCCR that occurs on COUNTY property. Such report shall be submitted to SSA within twenty-four (24) hours of occurrence.
- D. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to OCCR under the term of this MOU. Such report shall be submitted to SSA within twenty-four (24) hours of occurrence.

XXIV. RECORDS

A. Family(ies) Records:

- 1. OCCR shall prepare and maintain accurate and complete records of Family (ies) served and dates and type of services provided under the terms of this MOU in a form acceptable to SSA.
- 2. All Family (ies) records related to services provided under the terms of this MOU shall be retained by OCCR for a minimum of five (5) years from the date of final payment under this MOU or until all pending COUNTY, State and Federal audits are completed, whichever is later.

Notwithstanding anything to the contrary, upon termination of this MOU, OCCR shall relinquish control with respect to Family (ies) records to COUNTY in accordance with Subparagraph XXVIII.B.

B. Public Records:

With the exception of Family(ies) records or other records referenced in Paragraph XXI, entitled Confidentiality, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

XXV. NOTICES

A. All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

SSA: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College, Suite 100
Orange, CA 92868

OCCR: OC Community Resources
Attn: Housing and Community Development/Homeless
Prevention Division
BFH Program Manager
1300 South Grand Ave., Bldg. B, 3rd floor
Santa Ana, CA 92705

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as

above. Any notices, claims, correspondence, reports and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XXVI. CONFLICT OF INTEREST

- A. OCCR 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 OCCR's employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.
- B. OCCR'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.

XXVII. RESOLUTION OF CONFLICTS

For resolution of conflicts between SSA and OCCR in regards to the provisions of this MOU, the following shall apply:

- Step 1: Conference between SSA CFS BFH Program Manager, the OCCR Program Manager or Supervisor, and case manager.
- Step 2: Conference between the SSA CFS BFH Program Manager and/or Deputy Director or designee, and the OCCR BFH Program Manager and HCD/HP Manager.
- Step 3: Conference between the SSA Director of Family Self-Sufficiency or designee and the Deputy Director of OCCR or designee.

XXVIII. TERMINATION

- A. Either SSA or OCCR may terminate this MOU without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either agency. Exercise by SSA and OCCR of the right to terminate this MOU shall relieve SSA and OCCR of all further obligations under this MOU.
- B. Upon termination, or notice thereof, SSA and OCCR agree to cooperate with each other in the orderly transfer of service responsibilities, active case records, and pertinent documents.
- C. The obligations of SSA and OCCR under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of OCCR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA or OCCR may immediately terminate or reduce SSA's maximum obligation, or modify this MOU, without penalty. The terminating Party will provide the other Party with written notification of such determination. Each Party agrees to immediately comply with other Party's decision.

XXIX. GENERAL PROVISIONS

- A. With the exception of Family (ies) records or other records referenced in Paragraph XXI, entitled Confidentiality, all records, including but not limited to, reports, notices, claims, statements and correspondence, required by this MOU may be subject to public disclosure. SSA shall not be liable for any such disclosure.

B. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

This MOU 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 MOU, 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.

WHEREFORE, the parties hereto have executed the Memorandum of Understanding in the County of Orange.

By: 

Michael F. Ryan, Director

County of Orange

Social Services Agency

Dated: 9/13/17

By: 

Dylan Wright, Director

County of Orange

OC Community Resources

Dated: 8/25/17



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 28, 2017

PURPOSE:

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

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

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 Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. 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. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):

"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"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

**Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com**

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Mercy House Living Centers, Inc. Contract # 18-23-0015-PS

Applicant Name

Emergency Shelter Program

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official **Larry Haynes**

Title **Executive Director**

Signature DocuSigned by: *Larry Haynes*
31D77984093F487...

Date **3/27/2018**

EXHIBIT 3

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ Actual Planned</p>	<p>12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____</p>	
<p>12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>DocuSigned by: Signature: <u>Larry Haynes</u> _____ 31D77984093F487...</p> <p>Print Name: Larry Haynes</p> <p>Title: Executive Director</p> <p>Telephone No: _____</p> <p>Date: 3/27/2018</p>

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**
Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,