



FIRST AMENDMENT
TO CONTRACT No. 16-22-0041-ESG
BETWEEN THE
COUNTY OF ORANGE
AND
ILLUMINATION FOUNDATION
FOR
RAPID RE-HOUSING ASSISTANCE

14.231/FAIN # Pending Emergency Solutions Grant (ESG)
Department of Housing and Urban Development (HUD)

This AMENDMENT to CONTRACT No.16-22-0041-ESG, hereinafter referred to as “First Amendment,” is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642, hereinafter referred to as “COUNTY” and Illumination Foundation, DUNS Number 829919047, a California non-profit corporation, with a place of business at 2691 Richter Ave. #107, Irvine, CA 92606-5124 hereinafter referred to as “SUBRECIPIENT,” with COUNTY and SUBRECIPIENT sometimes referred to as “PARTY,” or collectively as “PARTIES.”

RECITALS:

WHEREAS, COUNTY and SUBRECIPIENT entered into Contract Number 16-22-0041-ESG (hereinafter referred to as “Original Contract”), for the provision of FY 2016-17 State HCD Emergency Solutions Grant RFP for emergency services and/or rapid rehousing activities within Orange County commencing December 22, 2016 and terminating June 30, 2018 in the amount of \$78,526; and

WHEREAS, COUNTY desires to amend to renew the service Contract for the period of July 1, 2018, through June 30, 2019 with a monetary amount of \$70,270, and modify Paragraphs 31.C.3. and 33.C. of the Contract, and replace Attachment A, Scope of Services, with Attachment A-1; replace Attachment B, Compensation/Payment with Attachment B-1; replace Attachment C, Subrecipient Budget, with Attachment C-1; replace Attachment D, Staffing Plan, with Attachment D-1; and

WHEREAS, SUBRECIPIENT performance is satisfactory as required by the CONTRACT in order to satisfy this Amendment;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. Renew service contract for the period of July 1, 2018, through June 30, 2019 with a maximum monetary amount of \$70,270;
2. Modify Paragraph 31.C.3. as follows:

From:

“To be determined: To be develop 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>
September 1, 2017	50% of Contracted Amount Expended
December 31, 2017	70% of Contracted Amount Expended
May 31, 2018	80% of Contracted Amount Expended

*Upon SUBRECIPIENT selection and prior to CONTRACT execution, the required milestone dates will be established to comply with state & federal requirements.”

To:

. 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>
December 1, 2018	50% of Contracted Amount Expended
February 28, 2019	70% of Contracted Amount Expended

April 30, 2019 80% of Contracted Amount Expended

*The required milestone dates are established to comply with state & federal requirements.”

3. Modify Paragraphs 33.C. as follows:

“From:

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 DIRECTOR.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
September 1, 2017	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
December 31, 2017	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
May 31, 2018	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

*Upon SUBRECIPIENT selection and prior to CONTRACT execution, the required milestone dates will be established to comply with federal & State requirements.

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, 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.”

To:

“The following “Performance Threshold” criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A-1 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 DIRECTOR.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
December 1, 2018	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
February 28, 2019	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 30, 2019	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

*The required milestone dates are established to comply with federal & State requirements.

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, 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.”

4. Replace Attachment A, Scope of Services, with Attachment A-1;
5. Replace Attachment B, Compensation/Payment, with Attachment B-1;
6. Replace Attachment C, Subrecipient Budget with, Attachment C-1; and
7. Replace Attachment D, Staffing Plan, with Attachment D-1.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates with their respective signatures:

***ILLUMINATION FOUNDATION**

DocuSigned by:
By: Paul Cho
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Name: Paul Cho
Title: CFO
Dated: 4/30/2018

By: _____
Name: _____
Title: _____
Dated: _____

*For Contractors 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 Contractors that are not corporations, the person who has authority to bind the contractor 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
DEPUTY COUNTY COUNSEL**

DocuSigned by:
By: Carolyn S. Frost Carolyn S. Frost
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DEPUTY COUNTY COUNSEL

Dated: 4/30/2018



ATTACHMENT A-1

1. Scope of Services

- A. Program Description – Summary
The Illumination Foundation TAY Rapid Rehousing Program will serve an estimated 12 homeless youth between the ages of 18-24 with housing and comprehensive essential services.
- B. 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).
- C. Use of Funds
Funds will be used to provide support services and operations of Homeless Emergency Shelter facilities; such as providing support services for homeless clients by providing shelter, staff, transportation, security, meals, insurance, equipment and supplies, and other related operating costs and expanded supportive services. Work shall be performed in accordance to 25 CCR Section 8403 and ESG federal and State requirements.
- D. Accomplishments
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:
- D1. Total number of assisted units/beds.
The ESG Emergency Program will provide rapid rehousing for 4 households (an estimated 12 people) over a one-year period:
- D2. Total number of extremely low-income households (at or below 30% of AMI) to be served:
100% of households served will be extremely low-income which includes 12 individuals (4 households).
- D3. Total number of persons experiencing homelessness to be served:
A minimum of 12 unduplicated homeless transitional age youth will be served.
- E. 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) calendars 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.

F. 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.

2. Performance Measures

Performance criteria shall be used to assess the level of performance of the SUBRECIPIENT and considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance criteria, the SUBRECIPIENT must 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.

Failure to achieve performance may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT.

Rapid Rehousing Assistance	
12	Number of persons to be served
4	Number of households to be served
75%	% of participants will move into permanent housing at project exit
50%	% of adult participants will obtain earned income at project exit
90%	% of adult participants will obtain cash/non-cash benefits at project exit
90%	% of participants will remain in permanent housing for 6 months

3. Eligible Populations to be Served

The Program must serve homeless people.

For the purposes of the Emergency Solutions Grant 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.

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

This is a cost reimbursable CONTRACT between the COUNTY and the SUBRECIPIENT for up to \$70,270 for the period of July 1, 2018 to June 30, 2019 as set forth in Attachment A-1 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 R 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 the reimbursable costs shall be submitted to the address specified below upon the completion of the services/activities 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 in a format acceptable to the County of Orange and verified and approved by Housing and Community Development & Homeless Prevention 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, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable

4. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 2 - 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

1. SUBRECIPIENT's name and address
2. SUBRECIPIENT's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A-1)
9. SUBRECIPIENT's Federal I. D. number
10. Total

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 2 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C-1

SUBRECIPIENT's Budget –**Illumination Foundation****Rapid Rehousing Program – FY 2018-19**

Budget and Matching Funds Illumination Foundation – Rapid Rehousing		
Operating Costs	Funds Requested	Match
Housing Relocation & Stabilization- Financial Assistance (Staff Costs)	\$33,500	\$25,210
Housing Relocation & Stabilization (Non-Staff Costs)	\$0	\$30,000
Short and Medium Term Rental Assistance (Non-Staff Costs)	\$33,500	\$0
HMIS Staffing (Staff Costs)	\$3,270	\$15,060
Administration	\$0	\$0
Sub-Total	\$70,270	\$70,270
Total	\$140,540	



ATTACHMENT D-1

1. Staffing Plan

Project Title: Emergency Shelter – Illumination Foundation

	Title	Activity	Description
1	Housing Navigator	RRH	Helps client follow up on housing leads, complete & submit housing applications, and gather documents for eligible programs.
1	Case Manager	RRH	Case Management and connection to benefits.

COUNTY's PROJECT MANAGER will direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT.

EXHIBIT 1

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

County Use Only	
Department Name	
DPA Name	
Email Address	
Phone Number	



**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**

Exhibit 3

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Illumination Foundation Contract # 16-22-0041-ESG

Applicant Name

ESG – Public Services – Emergency Shelter Services

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;

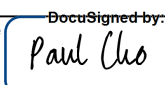
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

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	Title
Paul Cho	CFO
Signature	Date
	4/30/2018

X

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Exhibit 4**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

Exhibit 4

DISCLOSURE OF LOBBYING ACTIVITIES

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

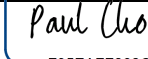
<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <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>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 checked="" 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: _____ <small>F95EAFF262C0407...</small></p> <p>Print Name: Paul Cho</p> <p>Title: CFO</p> <p>Telephone No: 949-273-0559</p> <p>Date: 4/30/2018</p>	

Exhibit 4

**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,