



SECOND AMENDMENT
CONTRACT #17-23-0047-PS
BETWEEN
COUNTY OF ORANGE
AND
AMERICAN FAMILY HOUSING, INC.
FOR
PUBLIC SERVICES – WASHINGTON HOUSE PROGRAM

This Amendment to Contract #17-23-0047-PS, hereinafter referred to as “Second 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 (hereinafter referred to as “County”) and American Family Housing, Inc., a California non-profit corporation, with a place of business at 15161 Jackson Street, Midway City, CA 92655-1432; DUNS Number 188406474 (hereinafter referred to as “Contractor”) with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract #17-23-0047-PS, (hereinafter referred to as “Contract”), for Washington House Program Services, commencing on March 26, 2018, and expiring on September 30, 2018, in the amount of \$178,184; and

WHEREAS, County executed the First Amendment to renew the Contract for the period of October 1, 2018, through September 30, 2019, in the maximum amount of \$451,585.00 and replaced Attachment A – Scope of Services with Attachment A-1; replaced Attachment B – Payment/Compensation with Attachment B-1; replaced Attachment C – Budget Schedule with Attachment C-1; and replaced Attachment D – Staffing Plan with Attachment D-1; and

WHEREAS, County desires to execute this Second Amendment to renew the Contract for the period of October 1, 2019, through June 30, 2020, in the maximum amount of \$338,689.00 and replace Attachment A-1 – Scope of Services with Attachment A-2; replace Attachment B-1 – Payment/Compensation with Attachment B-2; replace Attachment C-1 – Budget Schedule with Attachment C-2; and replace Attachment D-1 – Staffing Plan with Attachment D-2; and

WHEREAS, Contractor is performing satisfactorily as required by the Contract in order to satisfy this Second Amendment; and

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

1. This Contract shall be renewed in the amount of \$338,689.00 for the period of October 1, 2019 through June 30, 2020.
2. Paragraph Q of this Contract is hereby deleted in its entirety and replaced with the following:

"Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of 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.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

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."

3. Paragraph 2 of this Contract is hereby deleted in its entirety and replaced with the following:

“2. Term of Contract: This Contract shall commence on October 1, 2019 and continue through June 30, 2020, unless otherwise terminated by the County.”

4. Paragraph 4 of this Contract is hereby amended in its entirety to read as follows:

“4. Maximum Obligation: The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$338,689, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.”

5. Paragraph 35 of this Contract is hereby deleted in its entirety and replaced with the following:

“35. Debarment: Contractor hereby certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Notwithstanding anything to the contrary set forth in this Contract, Contractor shall not engage in any activities that lead to its debarment or, suspension from performing services for the County or the United States government and shall not engage any Subcontractors that are now or hereafter debarred or suspended from performing services for County or the United States government.”

6. Paragraph 40.C.1 of this Contract is hereby deleted in its entirety and replaced with the following:

“40.C.1 Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on November 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy (revised February 7, 2019), as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Contractor will submit to County Project Manager a monthly performance report by the 7th of the month for the preceding month of services, 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 Contractor, until such documentation and reporting has been received and approved by County.”

7. Paragraph 40.E of this Contract is hereby deleted in its entirety and replaced with the following:

“E. Eligible costs related to services provided by Contractor must be incurred during the period beginning October 1, 2019. The Project shall be completed and

all funds provided through this Contract shall be expended on eligible Project activities through and including June 30, 2020.”

8. Paragraph 43 of this Contract is hereby deleted in its entirety and replaced with the following:

“43. Contractor Personnel – Drug-Free Workplace:

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.”

9. Paragraph 45 is hereby added to this Contract to read as follows:

“45. Lobbying: On the best information and belief, Contractor certifies that in connection with this Contract, no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract. Contractor agrees to comply with the lobbying Laws and policies applicable to County and to assure that its officers and employees comply before any appearance before the County of Orange’s Board of Supervisors. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before state or federal legislatures or the Board of Supervisors of the County of Orange.”

10. Replace Attachment B-1 – Payment/Compensation with Attachment B-2.

11. Replace Attachment C-1 – Budget Schedule with Attachment C-2.

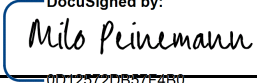
12. Replace Attachment D-1 – Staffing Plan with Attachment D-2.

13. Exhibit 1 – County of Orange Child Support Enforcement Certification is hereby replaced with the updated OC Community Resources Contract Reimbursement Policy (revised February 7, 2019).

14. Except as otherwise expressly set forth herein, all terms and conditions contained in the 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 Second Amendment on the dates with their respective signatures:

***AMERICAN FAMILY HOUSING, INC.**

By: 
DocuSigned by: 0012372DB37F4B0...
 Name: Milo Peinemann
 Title: Chief Executive Officer
 Dated: 7/16/2019

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
COUNTY COUNSEL**

By: 
DocuSigned by: 74000D32EE83437...
 DEPUTY COUNTY COUNSEL

Dated: 7/15/2019

ATTACHMENT B-2**PAYMENT/COMPENSATION****1. COMPENSATION:**

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$338,689 for the period of October 1, 2019 through June 30, 2020, as set forth in Attachment A-1 Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR 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 CONTRACTOR 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:

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to 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 monthly to the address specified and approval of the COUNTY Project Manager. Admin/data shall be billed at the rate of 1/12th each month. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

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

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

Invoice(s) are to be sent to:
OC Community Resources
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 1 - OC Community Resources Contract Reimbursement Policy (revised February 7, 2019), are attached hereto and incorporated herein by reference.

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

The Demand Letter/Invoice must include

1. CONTRACTOR's name and address
2. CONTRACTOR'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)
9. CONTRACTOR's Federal I. D. number
10. Total

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy (revised February 7, 2019), are attached hereto and incorporated herein by reference.



ATTACHMENT C-2

BUDGET SCHEDULE

1. Budget Schedule

Administration and Program Cost Budget

Project Costs	Total
Operating Costs – Personnel. Including Benefits and Workers Compensation	\$182,579
Operating Costs – Non-Personnel, Including Insurance, Fire Alarm Monitoring, Transportation, Contracted mental health services, repairs and maintenance, and contracted temporary staffing	\$125,320
Administrative Expenses @ 10%	\$30,790
Grand Total	\$338,689

ATTACHMENT D-2**STAFFING PLAN****1. Staffing Plan****Project Title:** Washington House

Title	FTE*
Case Manager	1.60
Onsite staff / overnight manager / security	0.50
Program Manager / Senior Director of Services	0.70
Property Management	0.60

*FTE = Full-Time Equivalent

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

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



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

Effective: July 1, 2010
Revised: February 7, 2019

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 County 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):

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
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



Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor's designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor:

Effective Date:

Contract #:

Documentation Status: ☐ **Abbreviated** ☐ **Comprehensive**

Program Authorization by:

Auditor Controller Authorization by:

Print Name

Print Name

Signed by: _____

Signed by: _____

Date:

Date:

Two signatures are required to implement the form.

Distribution:

- Contractor
- Auditor Controller
- Contract File
- Program File