
**ATTACHMENT A
DESCRIPTION OF FUNDS**

Community Development Block Grant (CDBG)

The County of Orange receives these funds due to its entitlement status as an Urban County. The appropriation amount is determined by a statutory formula developed by HUD. CDBG funds may be used for eligible activities such as:

- Acquisition
- Rehabilitation
- Homeless assistance
- Public Services
- Public Improvements

Program Income (from use of previous CDBG funding)

The County of Orange has been a participant in the CDBG Program for twenty-four years. During that period, the County has seen the program gradually receive a positive return on its loan transactions resulting in the accrual of income. Referred to as "Program Income," these funds are generally reinvested into the same overall activities that generated the income because Program Income must be spent before newly allocated funds are used.

HOME Investment Partnership (HOME)

The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low-income households (defined as below 80% of area median income). The program gives local governments the flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations. HOME funds are allocated under a separate NOFA. HOME funds can be used for activities that promote affordable rental housing and homeownership by low-income households including:

- Building Acquisition
- New construction and reconstruction
- Moderate or substantial rehabilitation

Two major requirements are that the funds must be:(1) used for activities that target low-income families, and (2) matched 25% by non-federal funding sources.

Emergency Shelter Grant (ESG)

The Emergency Shelter Grant (ESG) program provides homeless persons with basic shelter and essential supportive services. ESG funds can be used for a variety of activities including:

- Rehabilitation or remodeling of a building used as a shelter
- Operations and maintenance of a homeless facility

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- Essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, childcare)
 - Homeless prevention

ESG grant funds must be matched dollar-for-dollar with non-federal funds or "in-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time.

Orange County Housing Authority Operating Reserve/Housing Support Services (HSS)

The Housing Assistance Division of Orange County is referred to as the Orange County Housing Authority (OCHA). OCHA administers the Section 8 Housing Choice Voucher Rental Assistance program under an annual Contributions Contract with HUD. Prior to 2003, the County achieved administrative savings placed in an account called the Operating Reserves Fund. This fund was required to be available for potential overruns in the operation of the rental assistance program. Additionally, these funds have been used for Housing Support Services and Housing Development and other housing/homeless related activities.

**ATTACHMENT B
INCOME LIMITS**

In order for a proposal to be eligible for funding under this RFP, the population to be served or benefit from the proposed project must principally (i.e. 51% or more) be low to moderate-income. For the purposes of this RFP, low to moderate-income is defined as households who earn between 30% and 80% of Orange County’s Area Medium Income (AMI). To assist applicants in determining eligibility the table below provides a breakdown, based on family size, of the applicable income limits. Please note that the limits referenced below are based on all sources of income available to a household during a 12-month period of time.

<u>Family Size</u>	<u>30%</u>	<u>50%</u>	<u>60%</u>	<u>80%</u>
1	19,500	32,550	39,100	52,100
2	22,300	37,200	44,650	59,500
3	25,100	41,850	50,200	66,950
4	27,900	46,500	55,800	74,400
5	30,150	50,200	60,300	80,350
6	32,350	53,950	64,700	86,300
7	34,600	57,650	69,200	92,250
8	36,850	61,400	73,650	98,200
9	39,050	65,100	78,100	104,150
10	41,300	68,800	82,600	110,100

Source: U.S. Dept. of Housing & Urban Development, issued 2/12/08

<p style="text-align: center;">ATTACHMENT C TERMS AND CONDITONS</p>
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Request for Proposal Terms

Contractors will be required to comply with terms set forth by the County of Orange, and the U. S. Department of Housing and Urban Development (HUD). These conditions include, but are not limited to, the following:

- (1) All costs of application preparation shall be borne by the applicant organization. The County of Orange shall not, in any event, be liable for any pre-contractual expenses incurred by the bidder in the preparation and/or submission of the application. The applicant shall not include any such expenses as part of the budget in the application.
- (2) The application should always include the applicant's best terms and conditions.
- (3) The application must set forth full, accurate, and complete information as required by this application. No changes or additions are allowed after the application deadline, unless requested.
- (4) The County of Orange does not certify, license or endorse grant writers. Applicants are free to select any grant writer. The responsibility for the performance of the grant writer rests with the applying organization.
- (5) The County of Orange reserves the right to retain all submitted applications and the applications shall become the property of the County of Orange. Applications may be required to be disclosed under the Public Records Act at a later date. Any Department or Agency of the County shall have the right to use any or all ideas presented in applications submitted in response to this application without any change or limitation. Selection or rejection of an application does not affect these rights.
- (6) The County of Orange reserves the right to communicate with grantors or providers associated with the applicant to obtain additional clarification of design of program, or organization fiscal and programmatic capacities, and to utilize this information in the evaluation process.
- (7) The County of Orange reserves the right to conduct site visits of an applicant's facility.
- (8) The County of Orange reserves the right to extend the application submission deadline should such action be in the best interest of the County of Orange. The applicant may revise its bid in the event the deadline is extended.
- (9) The County of Orange reserves the right to reject any or all applications received in answer to this application if it is deemed inappropriate or incomplete or is not in the best interest of the County of Orange.

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- (10) The County of Orange reserves the right to withdraw this application at any time without prior notice. Further, the County of Orange makes no representation that any contract will be awarded to any applicant responding to this application.
 - (11) An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of past or current contract non-compliance with the County of Orange, a termination for cause by any other funding source, or disallowed costs with the County of Orange or any other funding source.
 - (12) The County of Orange reserves the right to verify information submitted in the application. If the information in the application cannot be verified, and if the errors are not willful, the County of Orange reserves the right to reduce the rating points awarded.

CONTRACT CONDITIONS

Contractors will be required to comply with conditions set forth by the County of Orange, and the U. S. Department of Housing and Urban Development (HUD). These conditions include, but are not limited to, the following:

- (1) Contractors shall allow representatives of the County of Orange, or HUD to inspect facilities, which are used in connection with the contracts, made to implement programs funded under this proposal.
- (2) Each contractor must comply fully with all of the requirements specified in this NOFA. The responsibility for accuracy rests entirely with the applicant.
- (3) Contractors shall make available to representatives of the County of Orange or HUD, upon reasonable notice, the fiscal records and/or client data records pertaining to the contract. Demographic information about clients will be regularly transmitted to the County of Orange in a manner consistent with agreements protecting client and/or organization confidentiality rights.
- (4) If an applicant knowingly and willfully submits false performance or other data, the County of Orange reserves the right to reject that proposal. If it is determined that a contract was awarded as a result of false performance or other data submitted in response to this application, the County of Orange reserves the right to terminate that contract.
- (5) Contractors shall be required to submit to the County of Orange, or its designee, periodic status reports, including program expenditures and recipient information. Failure to do so may result in termination of the contract.
- (6) Contractors acknowledge that, as recipients of Federal funds, they will be required to comply with Federal regulations pertaining to the use of such funds. All regulations will be enumerated in the contract and will be incorporated by reference. It will be the contractor's responsibility to assure compliance with applicable regulations. To the extent feasible, the County of Orange will provide the successful bidder with the applicable Federal regulations.

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- (7) The Grant Agreement between HUD and the County of Orange shall be incorporated by reference into all contracts between the County of Orange and the contracting agencies.
 - (8) Contractors will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit a copy of the audit report to the County of Orange within six months of the end of each contract year in which contractor has received federal funding.
 - (9) Contractors acknowledge that HUD funds are not meant to replace or supplant other sources of funding.
 - (10) Contractors should be aware that in the event the measurable goals/objectives fall below the County's standard of successful performance measures as specified in the contract between the Contractor and the County of Orange, the County may suspend any future funding of the program. Specific benchmarks of accomplishment will be established by contract.
 - (11) The Contract shall include standard clauses requiring contractor's compliance with the following regulations: non-discrimination, affirmative action, and equal opportunity; separation of church and State; Americans with Disabilities Act; conflicts of interest; restrictions on lobbying; debarment; audits; rights in data; drug-free workplace; and lead-based paint.
 - (12) Contractors shall maintain any applicable licenses or permits, and meet any facilities code regulations required for the program(s) funded under the contract.
 - (13) Contractors shall use common reporting software as specified by the County of Orange.
 - (14) Contractors shall participate in information networking, training, and coordination meetings as may be provided by the County of Orange.
 - (15) Contractors shall cooperate with related research and evaluation activities as may be required by the County of Orange.
 - (16) Contractors will be required to sign certifications regarding lobbying and debarment and compliance with the Americans with Disabilities Act.
 - (17) Contractors acknowledge that submission of Final CEQA Determination and Supporting Documents must be received by OC Community Services no later than January 31, 2009 in order to be recommended for funding.
 - (18) Insurance: No costs shall be incurred and no funds shall be disbursed prior to written certification of approval by COUNTY of insurance fulfillment.
 - (19) Contractor, at its own expense, agrees to deposit with COUNTY prior to the execution and provision of services under the Contract, Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this contract have been complied with, and to keep such insurance and the certificates therefore on deposit with COUNTY during the entire term of the Contract. In addition,

all contractors and subcontractors performing work on behalf of Contractor pursuant to the contract shall be covered under Contractor's insurance or shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall require that any contractor or subcontractor working for CONTRACTOR have the insurance required by this section and not allow contractors or subcontractors to work if the contractors or subcontractors have less than the level of coverage required by the COUNTY under the Contract. Contractor shall provide notice of the insurance requirements to every contractor or subcontractor, and to receive proof of insurance prior to allowing any contractor or subcontractor to begin work. Such proof of insurance must be maintained by Contractor, through the entirety of the Contract or inspection by COUNTY representative at any reasonable time. All insurance policies required by the Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by COUNTY Executive Office/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer.

- (20) Contractor shall maintain insurance acceptable to COUNTY in full force and effect throughout the term of the Contract. If Contractor fails to maintain insurance acceptable to COUNTY for the full term of the Contract, COUNTY may terminate the Contract.
- (21) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).
- (22) Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com all be A- (Secure Best's Rating) and VIII (Financial Size Category). Contractor will file with COUNTY, prior to the commencement of performance of services under the Contract, an original Certificate of Insurance and all required endorsements evidencing that coverage required by the Contract is in effect.
- (23) If the carrier is a non-admitted carrier in the State of California, COUNTY Executive Office/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.
- (24) The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth herein below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability to include a Broad Form Property Damage Endorsement, including the Peril of Fire, and Contractual Liability	\$1,000,000 combined single limit per occurrence
Automobile Liability including all owned non-owned and hired vehicles	\$2,000,000 Aggregate
Workers' Compensation	\$1,000,000 combined single limit per occurrence
Employer's Liability	Statutory
	\$1,000,000 per occurrence

(25) Each insurance policy required by the Contract shall be endorsed to contain the following provisions:

a. This insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to COUNTY of Orange/OC Community Services (Endorsement must be attached to Certificate of Insurance). If a 30-day notice of cancellation endorsement is not received, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate: *Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named as: OC Community Services.*

b. All rights of subrogation are hereby waived against COUNTY, its elective and appointed officials, officers and employees when acting within the scope of their employment or appointment, and COUNTY and their Board or Commissions, which are governed by COUNTY Board of Supervisors. (Endorsement must be attached to Certificate of Insurance).

c. As respects operations of the named insured performed on behalf of COUNTY, COUNTY is added as an additional insured except for Workers' Compensation/Employers' Liability. (Endorsement must be attached to Certificate of Insurance).

d. Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or be self-insured in accordance with the provisions of that code. The Contractor will comply with such provisions and shall furnish the COUNTY satisfactory evidence of such compliance for the period of this contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrences.

e. It is agreed that any insurance maintained by COUNTY will apply in excess of, and not contribute with, insurance provided by this policy. (Endorsement must be attached to Certificate of Insurance for the General Liability policy).

f. Commercial General Liability policy shall contain a severability of interests clause.

(26) Insurance information shall be submitted to:

County Of Orange
OC Community Services
Attention: Community Development
1770 North Broadway
Santa Ana, California 92706-2642

(27) Upon written advice of COUNTY's Risk Manager, any of the above insurance types may be increased or waived due to current insurance marketplace conditions. In addition, COUNTY Risk Manager retains the right to require additional insurance coverage as may be deemed appropriate to adequately protect COUNTY. COUNTY's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks, which exist at the time a change in insurance is required.

(28) COUNTY shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, the Contract may be in default without further notice to Contractor, and COUNTY shall be entitled to all legal remedies. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract.

(29) INDEMNIFICATION PROVISIONS

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

ATTACHMENT D
GLOSSARY OF SUPPORTIVE SERVICE TERMS

Alcohol and Drug Abuse Services are those activities that are primarily designed to prevent, deter, reduce, or eliminate substance abuse or addictive behaviors. Treatment services may include intake and assessment; treatment matching and planning; behavioral therapy and counseling appropriate to the client and the severity of the problem; substance abuse toxicology and screening; clinical and case management; outcome evaluation; and self-help and peer support activities.

Case Management Services are services or activities for the arrangement, coordination, monitoring, and delivery of services to meet the needs of individuals and families. Component services and activities may include individual service plan development; counseling; monitoring, developing, securing, and coordinating services; monitoring and evaluating client progress; and assuring that clients' rights are protected.

Counseling Services (See Mental Health and Counseling Services)

Child Care Services for children (including infants, pre-schoolers, and school age children) are services or activities provided in a setting that meets applicable standards of state and local law, in a center or in a home, for a portion of a 24-hour day. Component services or activities may include a comprehensive and coordinated set of appropriate developmental activities for children, recreation, meals and snacks, transportation, health support services, social service counseling for parents, and plan development.

Education and Instructional Services are those training services provided to improve knowledge, daily living skills, or social skills. Services may include instruction or training in (but not limited to) such issues as consumer education, health education, education to prevent substance abuse, community protection and safety education, literacy education, English as a second language, and General Educational Development (GED). Component services or activities may include screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

Employment Services are those services or activities provided to assist individuals in securing employment; acquiring or learning skills that promote opportunities for employment, advancement, and increased earning potential; and in retaining a job. Component services or activities may include employment screening, assessment, or testing; structured job skills and job seeking skills; specialized therapy (occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies and instructional material; counseling or job coaching; transportation; and referral to community resources.

Health Related and Home Health Services are those in-home or out-of-home services or activities that provide direct treatments or are designed to assist individuals and families to attain and maintain a favorable condition of health. Component services and activities may include providing an analysis or assessment of an individual's health problems and the development of a treatment plan; assisting individuals to identify and understand their

health needs; providing directly or assisting individuals to locate, provide or secure, and utilize appropriate medical treatment, preventive medical care, and health maintenance services, including in-home health services and emergency medical services; provision of appropriate medication; and providing follow-up services as needed.

HIV/AIDS Services include HIV/AIDS primary and secondary prevention services, HIV/AIDS counseling and testing, primary care, provision of HIV/AIDS anti-retroviral and other medications, rehabilitative, and supportive services for persons affected and infected with HIV.

Housing Services are those services or activities designed to assist individuals or families in locating and obtaining suitable housing. Component services or activities may include tenant counseling; assisting individuals and families to understand leases, secure utilities, make moving arrangements; representative payee services concerning rent and utilities; and mediation services related to neighbor/landlord problems that may arise.

Information and Referral Services are those services or activities designed to provide information about services provided by public and private service providers and a brief assessment of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to these community resources.

Legal Services are those services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist individuals in seeking or obtaining legal help in civil matters such as housing, divorce, child support, guardianship, paternity, and legal separation. Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.

Life Skills training provides critical life management skills that may never have been learned or have been lost during the course of mental illness, substance use, and homelessness. They are targeted to assist the individual to function independently in the community. Component life skills training includes the budgeting of resources and money management, household management, conflict management, shopping for food and needed items, nutrition, the use of public transportation, and parent training.

Mental Health and Counseling Services are those services and activities that apply therapeutic processes to personal, family, situational, or occupational problems in order to bring about a positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Component services may include crisis interventions; individual, family or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

Outreach Services include extending services or assistance in order to provide basic materials, such as meals, blankets, or clothes, to homeless persons; or to publicize the availability of shelters and programs to make homeless persons aware of various services and programs.

Transitional Living Services are those services and activities designed to help make the transition from homelessness to stable housing. Component services or activities may include supervised practice living, budgeting, one-time payments associated with establishing tenancy, food planning and preparation, and post-foster care services for homeless persons.

Transportation Services are those services or activities that provide and arrange for the travel, including travel costs, of individuals in order to access treatment, medical care, services, or employment. Component services or activities may include special travel arrangements such as special modes of transportation and personnel to accompany or assist individuals or families to utilize transportation.

Other Services are services that are appropriate, and do not fall within the definitions of the preceding services. If this category is used, the services should be defined.