



AGREEMENT NUMBER 14F-3009	AMENDMENT NUMBER 3
REGISTRATION NUMBER eP 1337355.3	

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
El Dorado County Health and Human Services Agency
2. The term of this Agreement is : **January 1, 2014 through May 31, 2015**
3. The maximum amount of this Agreement is: **Total \$265,790.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. This Amendment changes the term of this Agreement from January 1, 2014 through December 31, 2014 to January 1, 2014 through May 31, 2015.
 - B. Exhibit B, Budget Detail and Payment Provisions, pages B1 through B6 are deleted in their entirety and replaced with the attached pages B1 through B6.
 - C. Exhibit B - Attachment I is deleted in its entirety and replaced with the attached pages Exhibit B - Attachment I.

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> El Dorado County Health and Human Services Agency		<p>"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."</p>
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Brian Veerkamp, Chair, County of El Dorado, Board of Supervisors		
ADDRESS 3057 Briw Rd #A, Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		
		<input type="checkbox"/> Exempt per _____ 14-0174 3B 1 of 15

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **TERM AND AMOUNT OF AGREEMENT**

As specified on the face sheet of this Agreement (Std. 213), the term of this Agreement is for one year and covers the period January 1, 2014 through **May 31, 2015**.

The Maximum Amount specified on the initial face sheet of this Agreement is based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2014, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2014, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to Government Code § 12759.

2. **BUDGET**

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Exhibit B. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (CSD 425.1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.
- B. Contractor shall submit the CSD 425.1.4 (CSBG Contract Budget Narrative) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- C. Administrative Expenses
 - 1) For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating funds of its community action program(s). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

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- 2) For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate.
- D. In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease of more than ten percent (10%) to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.

3. ADVANCE PAYMENTS

- A. Due to the likelihood that the U.S. Department of Health and Human Services (HHS) will award the state's CSBG allocation in discrete installments throughout the funding cycle, as funds are made available by a Continuing Resolution of Congress (CR) or other federal government action, CSD will use an estimated or Total Estimated CR Allocation based on ninety percent (90%) of the prior year CSBG grant, to determine Contractor's advance payment amount unless otherwise notified by HHS of the actual total allocation.
- B. Upon execution of this Agreement, CSD shall, in accordance with CA Gov. Code § 12781 (b), issue an advance payment to Contractor in an amount not to exceed twenty-five percent (25%) of Contractor's total allocation for the contract term, if known, or 25% of Contractor's Total Estimated CR Allocation, if the actual total allocation is unknown.
- C. When Contractor's Total Estimated CR Allocation is used to calculate the advance, if the amount stated on its face sheet of this Agreement is less than 25% of Contractor's Total Estimated CR Allocation Contractor shall be advanced the full amount stated on the face sheet. CSD shall pay the remainder of any advance funds due to Contractor upon execution of amendments to this Agreement, as additional funds are awarded by HHS. If HHS fails to provide additional or adequate funding for such purpose during the first six months of the contract term, Contractor will not be entitled to additional advance payments.
- D. If, during the first six months of the contract term, CSD receives an award letter from HHS which, together with all prior allocations under this Agreement and amendments hereto, exceeds the Total Estimated CR Allocation, CSD shall, upon Contractor's written request, advance up to twenty-five percent (25%) of the difference between to total contract allocation and the Total Estimated CR Allocation.

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- E. The advance shall be liquidated as follows:
- 1) Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the first of either of the following occurs:
 - a. Contractor has expended seventy-five percent (75%) of the total contract allocation, if known, or seventy-five percent (75%) of the Total Estimated CR Allocation, if the total contract allocation is not known.
 - b. at the beginning of the seventh monthly (or fourth bimonthly) reporting period of the contract term.
 - 2) To the extent that CSD initiates repayment of the advance, liquidation of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

4. BUDGET CONTINGENCIES

A. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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(Standard Agreement)**

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before final congressional appropriation of funds has been determined, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the federal fiscal year 2014 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) CSD has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

5. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly/Bimonthly Fiscal Reports

- 1) Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle cannot be changed and will be in effect throughout the term of this Agreement.
- 2) Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG CAA Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the amount of expenditure(s) in the report period. For specific due dates, refer to the CSD provider web site at <http://providers.csd.ca.gov/>.

Reporting Periods

January 2015
February 2015
March 2015
April 2015
May 2015

Report Due Dates

February 20, 2015
March 20, 2015
April 20, 2015
May 20, 2015
June 20, 2015

**EXHIBIT B
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B. Payments

CSD shall issue bimonthly or monthly payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG CAA Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.

Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly/bimonthly Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any current Contract, or previous, the balance(s) may be offset based on arrangements made with the Contractor.

C. Mid-Year Programmatic Report

The mid-year programmatic reports cover the programmatic activities from January 1, 2014, through June 30, 2014. Contractor shall complete and submit to CSD the mid-year CSBG/NPI Programs Report (CSD 801) and the CSBG Programmatic Data Client Characteristic Report (CSD 295)-CCR, via e-mail no later than July 20, 2014, to CSBGReports@csd.ca.gov.

D. Annual Programmatic Reports

- 1) The annual programmatic reports cover the programmatic activities from January 1, 2014, through December 31, 2014. Contractor shall complete the CSBG/NPI Programs Report (CSD 801) and CSBG Programmatic Data Client Characteristic Report (CSD 295) –CCR, and submit to CSD via e-mail no later than January 20, 2015, to CSBGReports@csd.ca.gov.
- 2) **Extended Term CSBG/NPI Program Report (CSD 801) and Client Characteristic Report (CSD 295): Contractor shall report only clients served during the extended contract term - January 1, 2015 through May 31, 2015. Contractor shall complete and submit to CSD via e-mail the CSD 801 and CSD 295 no later than June 20, 2015.**

E. Community Services Block Grant Information Survey (CSBG/IS)

- 1) The CSBG/IS covers the period of January 1, 2014, through December 31, 2014. Contractor shall complete and submit to CSD CSBG Fiscal Data—Other Funds (CSD 425.OF), CSBG Fiscal Data—Other Resources (CSD 425.OR), and CSBG Program Accomplishments and Coordination of Funds (CSD 090) annually via email no later than March 1, 2015, to CSBGIS@csd.ca.gov.

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(Standard Agreement)**

F. Community Action Plan

Contractor shall submit to CSD a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every other year, pursuant to further guidance by CSD.

G. Close-Out Report

Contractor shall complete and submit all CSD close-out forms **within thirty (30) calendar days** after the expiration date of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the close-out report by CSD.

- 1) The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest version of the close-out forms is available on the Provider's Website at <http://providers.csd.ca.gov/CSBG/forms/>.
- 2) Final expenditures must be submitted by entry onto EARS.
- 3) All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.
- 4) Subsequent payments for CSBG expenditures and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

H. Transparency Act Reporting

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not required by the IRS to annually file a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.

**ATTACHMENT I
 CSBG CONTRACT BUDGET SUMMARY**

Contractor Name: El Dorado County Health and Human Services Agency		Contract Number: 14F-3009	Amendment Number: 3
Prepared By: Jose Martinez		Contract Term: 1/1/2014-04/30/2015	
Telephone Number: (530) 642-4839		Contract Amount: \$265,790	
Date: 10/24/2014		E-mail Address: jose.martinez@edcgov.us	
SECTION 10: ADMINISTRATIVE COSTS			
Line Item			CSBG Funds (rounded to the nearest dollar)
1	Salaries and Wages		\$42,378
2	Fringe Benefits		\$23,973
3	Operating Expenses		\$25,000
4	Equipment		
5	Out-of-State Travel		
6	Contract/Consultant Services		
7	Other Costs		\$174,439
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)			\$285,790
SECTION 20: PROGRAM COSTS			
Line Item			CSBG Funds (rounded to the nearest dollar)
1	Salaries and Wages		
2	Fringe Benefits		
3	Operating Expenses		
4	Equipment		
5	Out-of-State Travel		
6	Subcontractor/Consultant Services		
7	Other Costs		
Subtotal Section 20: Program Costs			
SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)			\$285,790.00
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG			\$19,989,881
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)			\$20,235,471.00
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)			1.31%

**ATTACHMENT I
CSBG BUDGET SUPPORT -- PERSONNEL COSTS**

Contractor Name: El Dorado County Health and Human Services Agency	Contract Number: 14F-3009	Amendment Number: 3
Prepared By: Jose Martinez	Contract Term: 1/1/2014-04/30/2015	
Telephone Number: (530) 642-4839	Contract Amount: \$265,790	
Date: 10/24/2014	E-mail Address: jose.martinez@edcgov.us	

Section 10 – ADMINISTRATIVE COSTS – SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG time allocated for each position	E Number of CSBG months allocated for each position	F Total CSBG Funds budgeted for each position

Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)

SECTION 20 – PROGRAM COSTS – SALARIES AND WAGES

Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp, Etc.)	Percentage	Section 10 Administrative Costs List CSBG funds Budgeted Line 2	Section 20 Program Costs List CSBG funds Budgeted Line 2
Deferred Compensation	1.11%	\$472.00	
Flex Benefit	2.12%	\$900.00	
Tahoe Differential	0.85%	\$360.00	
Bilingual Pay	0.49%	\$209.00	

TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425 S (BUDGET SUMMARY)

\$1,841

**ATTACHMENT I
 CSBG BUDGET SUPPORT - NON PERSONNEL COSTS**

Contractor Name: El Dorado County Health and Human Services Agency	Contract Number: 14F-3009	Amendment Number: 3
Prepared By: Jose Martinez	Contract Term: 1/1/2014-04/30/2015	
Telephone Number: (530) 642-4839	Contract Amount: 265,790	
Date: 10/24/2014	E-mail Address: jose.martinez@edcgov.us	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG	
	Section 10: Administrative Costs	Section 20: Program Costs
List all Operating Expenses Communications, Refuse Disposal, Janitorial Exp, Liability Ins, Ground Maint, Office Exp, Postage, Rent, Travel, Vehicle Lease, Fuel, Utilities, Printing Svc, IT Support, Store and Mail Support	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form \$25,000	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	
List all Subcontractor/Consultant Services		6 sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10: Administrative Costs	Section 20: Program Cost
i Indirect Cost	174,439	
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form \$174,439.00	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form

**ATTACHMENT I
 CSBG CONTRACT BUDGET NARRATIVE**

Contractor Name: El Dorado County Health and Human Services	Contract Amount: \$265,790	Date: 10/24/2014
Prepared By: Jose Martinez	Contract Number: 14F-3009	Amendment Number: 3
Telephone Number: (530) 642-4839	Contract Term: 1/1/2014-04/30/2014	E-mail Address: jose.martinez@edcgov.us

1. Salaries and Wages

Department Analyst: Responsible for CSD Reporting. 0.05 FTE, \$3,836.35.
 Program Manager I: Responsible for most of Community Service Programs. 0.15 FTE (2), \$16,269.30.
 Housing Program Coordinator: Oversees Low-Income Program at South Lake Tahoe facilities, 0.26 FTE, \$14,948.44.
 Program Assistant: Provides information and assistance for low income programs. 0.10 FTE, \$4,525.10.
 Program Coordinator: Oversees Low-Income Heating Assistance Program. 0.05 FTE, \$2,798.75.

Total: \$42,378

2 Fringe Benefits

Cell Phone Allowance: About 0.50% of total salaries for a total amount of \$210.00.
 Retirement Plan (Cal PERS): At an average of 27.51% of total salaries for a total amount of \$11,657.00.
 Medicare: About 1.45% of total salaries for a total amount of \$614.00.
 Health Insurance: At an average of 22.29% of total salaries for a total amount of \$9,445.00.
 Long Term Disabilities: About 0.25 % of total salaries for a total amount of \$106.00.
 Deferred Compensation: At an average of 1.11% of total salaries for a total amount of \$472.00.
 Flex Benefit: About 2.12% of total salaries for a total amount of \$900.
 Tahoe differential: Only applies to employees who resides and report to Tahoe Office. It averages 0.85% of total salaries for a total amount of \$360.
 Bilingual Pay: Only applies to employees who are certified bilingual. It averages around 0.49% of total salaries for a total of \$209.00

Total \$23,973

3 Operating Expenses

All Operating Expenses are based on actual cost in calendar year 2013.
 Communication Cost: Actual cost of telephone calls and equipment charged by IT department. \$1,600
 Refuse Disposal: Portion of Refuse Disposal fees \$500
 Janitorial Expense and Supplies: Portion of Janitorial Cost for facilities and supplies \$1,500
 Liability Insurance: Cost of Self Insured Liability Insurance \$500
 Ground Maintenance: Cost for Lease Facilities' Ground Maintenance \$2,000
 Office Expense: \$3,750
 Postage: \$400
 Lease of Office Equipment: \$5,625
 Rent: \$5,900
 Travel Cost: Include Mileage reimbursement for use of employee's personal vehicle \$500
 Vehicle Lease: Cost of county owned vehicle \$175
 Fuel: Cost of fuel for county owned vehicle \$900

IT Support: Cost of IT department charge, include mainframe and network support \$1,150

Store and Mail Support: Cost of Central Store and Courier Services provided by the Chief Administrative Office \$500

Total Operating Expense, \$25,000

4 Other Cost

Indirect Cost: This includes all fiscal and administrative operating costs that benefit the entire agency. These costs will be pooled at an indirect cost rate developed to spread these costs equitable between all four divisions of the agency. Fixed asset costs are removed from the calculation of indirect cost and will be recovered through A87 charges in other years. The indirect cost rate has not been approved by the state at this time but it has been submitted for approval.

Total Indirect Cost: \$174,439