STATE AND LOCAL DEPARTMENT UNIT

## **INDIRECT COST NEGOTIATION AGREEMENT**

## DATE: REVISION 1: REVISED TO FIXED with CARRY-FORWARD

County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667-5335

The indirect cost rates contained herein are for use on grants and contracts with the Federal Government to which Office of Management and Budget Super Circular (Title 2 Section 200) applies subject to the limitations contained in Section II, A. of this agreement. The rates were negotiated by the County of Eldorado, Health and Human Services Agency and the Department of Housing and Urban Development in accordance with the authority contained in the Super Circular.

Section I: Rates

Type	Effective Per From	<u>iod</u> A <u>I</u> <u>To</u>	plicable <u>Rate*</u>	<u>To</u>
Fixed with Carry-Forward	7/1/16	Until Amende	d 30.65%	HHSA
*Base: Permanent and Temporary Employees Salaries				

Section II: General

A. LIMITATIONS: Use of the rates contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rates agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to the grantee/contractor via an approved Central Service cost allocation plan were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligation of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the

grantee/contractor which was used as a basis for acceptance of the rates agreed to herein is not subsequently found to be materially inaccurate.

B. AUDIT: Adjustments to amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement from use of the rate(s) in this agreement, require the prior approval of the authorized representative of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.

D. NOTIFICATION TO FEDERAL AGENCIES: Copies of this document may be provided to other Federal offices as a means of notifying them of the agreement contained herein.

E. SPECIAL REMARKS: Federal programs currently reimbursing indirect costs to this Department/Agency by means other than the rates cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

By the State of Local Department/ Agency:

By the Responsible Agency for the Federal Government:

County of El Dorado Health and Human Services Agency

Title

Program Manager

HUD Community Planning and Development Title

MAR 07 2017

Date

ATTEST: James S. Mitrisin Clerk of the Board of Supervisors

Kim Dawson, Sr. Deputy Clerk

Signature

Angelo Tom Name

Date 1.1

Negotiated by Cornelia Kidney 415-489-6587