

FUNDING AGREEMENT
#3964
Homeless Prevention and Diversion Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tahoe Coalition for the Homeless, Inc., a nonprofit entity duly qualified to conduct business in the State of California, whose principal place of business is P.O. Box 13514, South Lake Tahoe, CA 96151, and whose Agent for Service of Process is *In Corp Services, Inc., 5716 Corsa Avenue, Suite 110, Westlake Village, CA 91362-7354*, (hereinafter referred to as "Grantee");

RECITALS

WHEREAS, County wishes to provide Homeless Prevention and Diversion Services for individuals identified as at-risk of facing homelessness through portable rent supplements (i.e., rent that is allocated to an individual and not a location) and support services to help them access rental housing in the private (non-subsidized) housing market; and

WHEREAS, effective June 1, 2019, County accepted Community Services Block Grant (CSBG) discretionary funding from the California Department of Community Services (CSD), Agreement 19F-4411; and

WHEREAS, this CSBG discretionary funding is intended to target employment, housing, nutrition, emergency, and other types of Human Services supportive activities for low-income populations, including individuals at-risk of homelessness; and

WHEREAS, Grantee was selected by the El Dorado County Opportunity Knocks Continuum of Care (CoC) to act as the Coordinated Entry System (CES) provider to legally offer CoC intake services; as such they are uniquely qualified to provide a program including Homeless Prevention and Diversion Services targeting individuals identified as at-risk of facing homelessness; and

WHEREAS, Grantee agrees to comply with all applicable terms, conditions, assurances, and certifications of the Funding Agreement #19F-4411 between the Department of Community Services and Development and El Dorado County Health and Human Services Agency; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, the funding provided herein to Grantee will provide a valuable public service that will provide a program including Homeless Prevention or Diversion services, thereby promoting the health and safety of both homeless residents and the community; and

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the applicant's stated purpose;

NOW, THEREFORE, County and Grantee mutually agree as follows:

ARTICLE I

A. Payment and Use of Funds: In accordance with terms and condition of the Community Services Block Grant discretionary funding, Grantee shall use this funding to support a direct service program. As the CoC's Coordinated Entry Services provider, Grantee provides and is legally responsible for administering Coordinated Entry Intake Services, key components of which include prevention and diversion services. Grantee shall utilize these funds to provide a program including Homeless Prevention and Diversion Services for individuals identified as at-risk of facing homelessness ("Project"), including:

1. Homeless Prevention Services: Individuals and families who currently have housing but are at risk of homelessness, such as: – facing eviction for nonpayment of rent and/or utilities – residing in housing that has been condemned or declared uninhabitable – doubled-up with friends and family, or couch-surfing.

Assistance includes portable rent supplements and support services to help individuals access rental housing in the private (non-subsidized) housing market, including:

- a. Temporary rental assistance (1-3 months);
- b. Housing advice;
- c. Credit repair and budgeting;
- d. Employment assistance; and
- e. Financial assistance (application fees, utility payments, security deposits, etc.)

2. Homeless Diversion Services: Homeless individuals and families currently seeking shelter or housing services will receive help to identify immediate alternative housing unique to them and make arrangements, if necessary, connecting them with services and financial assistance to help them return to or access permanent housing.

Assistance includes:

- a. Short-term case management;
- b. Housing search assistance;
- c. Temporary rental assistance (1-3 months);
- d. Financial assistance (unpaid, overdue rent and utilities; application fees; utility payments; security deposits, etc.);
- e. Conflict mediation; and
- f. Connection to services and/or public assistance benefits.

Target Goal: Providing Prevention or Diversion Services for up to 8 households depending on variable needs and cost of each individual. Depending on needs and costs of individuals, more or fewer individuals may be served.

The El Dorado Opportunity Knocks Continuum of Care (EDOK) is required to have written policies and procedures that govern the provision of assistance to individuals and families in CoC programs. Prevention and Diversion assistance through this agreement must be offered in compliance with the policies and procedures developed through the CoC in meeting Federal Compliance Standards.

Consistent with these standards, Prevention and Diversion services must serve only clients who meet federal definitions of homelessness, with the exception of homelessness prevention programs, which may serve persons “at-risk of homelessness.” Homeless status must be verified at intake for all incoming consumers, and providers must make every effort to meet federal standards of documentation.

To provide Prevention and Diversion assistance, the CoC’s Coordinated Entry processes must be used to determine if a household could be sufficiently served through Prevention or Diversion assistance. The intake will be administered as soon as the household presents, in an attempt to help them retain or obtain housing without having to enter the homeless assistance system through the CoC. Per the CoC and Emergency Solutions Grant (ESG) Program Interim Rules, 24 CFR § 578 and 24 CFR §§ 91 and 576 respectively, enrollment into Prevention or Diversion Services shall:

1. follow the CoC’s Coordinated Entry Policies and Procedures with respect to assessment prioritization, matching, referral, and placement;
2. prioritize the most vulnerable homeless individuals and families; and
3. commit to adopting a Housing First Approach.

The approach is characterized by progressive engagement and assistance practices including:

1. Ensuring low-barrier, easily accessible assistance to all people, including, but not limited to, people with no income or income history, and people with active substance abuse or mental health issues;
2. Helping participants quickly identify and resolve barriers to obtaining and maintaining housing;
3. Seeking to quickly resolve the housing crisis before focusing on other non-housing related services;
4. Allowing participants to choose the services and housing that meets their needs, within practical and funding limitations;
5. Connecting participants to appropriate support and services available in the community that foster long-term housing stability;
6. Offering financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, adding more assistance over time if needed to quickly resolve the housing crisis by either ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness. The type, duration, and amount of assistance offered shall be based on an individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing; and
7. Any other practices promoted or required by HUD

Budget:

<i>Item</i>	<i>Description</i>	<i>Extended</i>
1	Housing Assistance (Prevention or Diversion	\$20,000
2	Services Staff Salary	\$7,000
3	Indirect Costs	\$3,000
	TOTAL Not to Exceed	\$30,000

Payments to Grantee shall be made in two equal installments of \$15,000 pending request from Grantee. Grantee shall submit a request for funding referencing this Agreement #3964.

Installment 1: Available within thirty (30) days of execution of this Agreement

Installment 2: On or about October 1, 2019

If Grantee fails to timely deliver or satisfactorily complete the deliverables and reports required by this Agreement, County at its sole discretion may proceed as set forth in ARTICLE VI and ARTICLE XIII.

Request for funding shall be mailed to County at the following address:

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

or to such other location as County directs.

B. Federal Funding Notification:

DUNS Number, and System for Award Management: As a government agency responsible for the administration of Federal funding, County has an obligation under Title 12, Subtitle A, Chapter 1 Part 180 of the Code of Federal Regulations to ensure those contractors receiving federal funds are not debarred or suspended. Therefore, Contractor is required to obtain and maintain an active DUNS number, as well as an active registration in the System Award Management (SAM.gov). Noncompliance with these two requirements shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled, "Default, Termination, and Cancellation" or "Fiscal Considerations."

1. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portai/SAM/#1>
3. If County cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the

Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Community Services and Development that may apply to this contract:

Federal Funding Subrecipient Information			
Contractor:	Tahoe Coalition for the Homeless		DUNS #: 015257048
Award Term:	7/16/2019 - 6/30/2020		EIN #: 47-4825924
Total Federal Funds Obligated: \$30,000			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.569	1901CACOSR	6/1/2019	CSBG Discretionary
Project Description:	Homeless prevention or diversion services		
Awarding Agency:	California Department of Community Services and Development		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 16, 2019 through June 30, 2020, or until the final statement of funds report has been accepted by the County.

ARTICLE III

Funding Credit: Grantee agrees to credit the County for the grant on all printed or internet materials generated for the Project during the grant cycle by using the County seal, unless otherwise requested or agreed upon with the County. Electronic versions of print and web-ready County seal will be provided upon request. If there are no printed materials, credit to the County is to be announced by Grantee verbally at the event or program.

ARTICLE IV

Local Sourcing: Grantee shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer/Tax Collector of El Dorado County.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Reports Required: By May 31, 2020, Grantee shall provide a statement, in reasonable detail, regarding the amount received and expended in accordance with Article I:

1. Number of clients served and type of service provided,
2. Number of Homeless Prevention clients that accessed rental housing in the private, non-subsidized market, and
3. Number of Homeless Diversion clients that returned to permanent housing.

Any funds that have not been used for the purpose stated herein by May 31, 2020, shall be returned to the County within thirty (30) days of County's demand. Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred for the Project in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

ARTICLE VII

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

ARTICLE VIII

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Grantee acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
Community Services Division
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

Notices to Grantee shall be addressed as follows:

TAHOE COALITION FOR THE HOMELESS
P.O. Box 13514
South Lake Tahoe, CA 96151
ATTN: Chief Executive Officer

or to such other location as the Grantee directs.

ARTICLE XII

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIII

Termination of Agreement: This Agreement may be terminated at any time by either party upon seven (7) days written notice to the other party. If the Agreement is terminated prior to completion of the Project, Grantee shall return to County all monies received by Grantee from the County under this Agreement within thirty (30) days of demand by County.

ARTICLE XIV

Indemnity: The Grantee shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Grantee's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Grantee, subcontractors(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Grantee shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Grantee maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Grantee in the performance of the Agreement.

- D. In the event Grantee is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Grantee shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Grantee agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Grantee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Grantee under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Grantee: Grantee covenants that Grantee presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Grantee.

ARTICLE XVIII

Nondiscrimination: In completing the Project, employing personnel, or in any other respect of this Agreement, Grantee shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE XIX

Public Aspect: Grantee agrees to provide a component within Grantee's Project that is open to the general public. For any performance or event resulting from Grantee's acceptance of this grant, a minimum of two (2) complimentary tickets will be made available to the County for the purpose of assessing compliance with the Grant terms and conditions.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

ARTICLE XXII

Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XXIII

Compliance with Community Services Block Grant 2019 Discretionary Contract terms: Grantee shall comply with all applicable terms, conditions, assurances, and certifications of the Funding Agreement #19F-4411 between the Department of Community Services and Development and El Dorado County Health and Human Services Agency, made a part of this agreement and attached as Exhibit A. These documents can also be accessed at <https://providers.csd.ca.gov/> by following links to the CSBG 2019 Discretionary Contract.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Daniel Del Monte, Deputy Director or successor.

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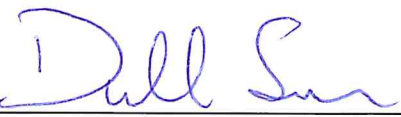
ARTICLE XXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  Dated: 6/19/19
Daniel Del Monte, Deputy Director
Health and Human Services Agency, Community Services Division

Requesting Department Head Concurrence:

By:  Dated: 6-20-19
Donald Semon, Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Sue Novasel, Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- GRANTEE --

TAHOE COALITION FOR THE HOMELESS, INC
A CALIFORNIA CORPORATION

By: _____
Marissa Muscat, Chief Executive Officer
"Grantee"

Dated: _____

By: _____
Leigh W. Miller, Chief Financial Officer
"Grantee"

Dated: _____

RECEIVED
3964 Exhibit A
CONTRACT SERVICE UNITRECEIVED
CONTRACT SERVICE UNIT

2019 MAY 35 AM 9:37

2019 JUN -4 AM 10:36

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 10/2018) CSD (Rev 10/2018)

AGREEMENT NUMBER

19F-4411

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

El Dorado County Health and Human Services Agency

2. The term of this Agreement is: June 1, 2019 through May 31, 2020

3. The maximum amount of this Agreement is: Total \$30,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Part I

Preamble

Article 1 - Scope of Work

Article 2 - Contract Construction, Administration, Procedure

Part II*

Subpart A - Administrative Requirements*

Subpart B - Financial Requirements*

Subpart C - Programmatic Requirements*

Subpart D - Compliance Requirements*

Subpart E - Certifications and Assurances*

Subpart F - State Contracting Requirements GTC 04/2017*

Subpart G - Definitions*

Subpart H - Table of Forms and Attachments*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR

California
Department of General Services
Approval (or exemption, if applicable)

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

El Dorado County Health and Human Services Agency

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP

3057 Briw Rd #A, Placerville, CA 95667

PRINTED NAME OF PERSON SIGNING

Donald Semon

TITLE

Director, Health and Human
Services Agency

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5-29-19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Brian Dougherty

TITLE

Deputy Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

6/4/19

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

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STANDARD AGREEMENT
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PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2019 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE I – SCOPE OF WORK

1.1 General

- A. The purpose of the contract is to provide discretionary funds to support activities in agency capacity, and expanding or enhancing program services. Details of the activities will be described in the Discretionary Funding Project Summary form and Work Plan/Final Report CSD 626 (Rev. 3/2019).

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended.

- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the contract face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
1. The initial amount shall be based on the prior year’s grant award of the federal Community Services Block Grant for federal fiscal year (FFY) 2019, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

ARTICLE I – SCOPE OF WORK

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2. Upon notification of the full federal fiscal year grant award amount from the U.S. Department of Health and Human Services (HHS), CSD shall, if necessary, issue an amendment to this agreement to increase or decrease the Maximum Amount.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2019 CSBG Numbers, Contractors, and Service Territories listing may be accessed on the Provider Website.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);

ARTICLE I – SCOPE OF WORK

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2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
 1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" is available on the Provider Website.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially **affect the Contractor's and/or CSD's ability to fulfill contractual obligations**, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.

ARTICLE I – SCOPE OF WORK

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- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

ARTICLE 1 – SCOPE OF WORK

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

(2019 Targeted Initiative)

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. Contract Elements Integral to Agreement and Enforceability Conditions
 - 1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - c. Contractor Certification Clause (CCC 04/2017)
 - d. Current Insurance or Self-Insurance Authority Certification
 - e. Board Resolution authorizing execution of this Agreement
 - 2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Provider Website. The documentation shall be subject to CSD’s approval, in form and substance.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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STANDARD AGREEMENT
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- a. 627 Budget Series Forms
 - i. CSD 627.S CSBG Contract Budget Summary
 - ii. CSD 627A CSBG Budget Support Personnel Costs
 - iii. CSD 627B CSBG Budget Support Non-Personnel Costs
 - iv. CSD 627C CSBG Budget Narrative Form
 - b. CSBG Discretionary Work Plan/Final Report CSD 626 (Rev. 3/2019)
 - c. Certification regarding Lobbying/Disclosure of Lobbying Activities
3. *Board Resolution.* Contractor must submit a governing board resolution as specified in Article 4.1 A and B below, identifying the individual(s) authorized to execute the 2019 CSBG Discretionary Contract and any amendments.
 4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on the Provider Website, which may be accessed by Contractor, downloaded and printed at Contractor's option.
 6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A. Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
 7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”

In accordance with State contracting requirements, specified contracting terms and may be found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor’s Option of Termination

- A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor’s permanent or temporary de-designation as an eligible entity, due to CSD’s obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

- A. State Budget Contingency
1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
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Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
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implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

- 1. To Contractor's address of record; and
- 2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

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3964, Exhibit A
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PARTS I & II – ENTIRE CONTRACT

(2019 Targeted Initiative)

PART II

Subpart A – Administrative Requirements

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- A. Formal amendments to this Agreement are required for changes to the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- B. If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification, no later than 45 days prior to the expiration of the Agreement term. CSD Form 425b can be located on the Provider Website.
- C. *Term extensions.* No term extensions will be granted under this Agreement.

3.2 Minor Modification

- A. Any request(s) for modification to CSBG Fiscal Data or Work Plan CSD 626 documents must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification, no later than 45 calendar days prior to the expiration date of this Agreement.
- B. Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification.

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PARTS I & II – ENTIRE CONTRACT**

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Resolution

- A. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct signature of a board member having signing authority; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- B. Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

4.2 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- A. Segregation of duties appropriate to safeguard State assets.
- B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
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4.3 Record Retention Requirements

- A. All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75 § 75.361 through § 75.370).
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

4.4 Insurance Requirements

- A. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- B. Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
 - 1. Notices of Insurance must be submitted to the following addresses:
 - Electronic copies:
Contracts2@csl.ca.gov
 - Printed copies:
Department of Community Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
- C. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.
- D. New Certificates of Insurance will be reviewed for content and form by CSD.
- E. In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

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- F. With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- G. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- H. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.5 Specific Insurance Requirements

A. Self-Insurance

- 1. When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3. In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within thirty (30) days of expiration of insurance.
- 4. In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

B. Workers' Compensation Insurance

- 1. Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2. Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
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Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.
2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
3. Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

1. Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

E. Vehicle Insurance

1. Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

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3. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

4.6 System Security Requirements

- A. Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798, et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Section, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):
 1. *General Information/Data Description.* The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver programmatic data for contract oversight.
 2. *Services Offered.* Data exchange between CSD and Contractor shall be handled through one of three methods: 1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or 2) utilize CSD web applications as configured by the Contractor technology vendor; or 3) via email using security protocols, such as encryption and redaction, for any sensitive data.
 3. *Data Sensitivity*
 - a. Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Provider Website. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
 - b. Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
 - c. Data exchanged between CSD and Contractor via email communication must have all personally-identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tool and configurations as required by CSD.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

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- d. Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with logins, the contractor will remove the employee's access to the systems as soon as possible.
4. *Contractor Systems Security*
- a. The physical location of the application systems shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.
 - b. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
 - c. Both CSD and Contractor shall maintain security patches and anti-virus software updates.
5. *Trusted behavior expectations.* CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.
6. *Incident reporting.* Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD Information Technology Services Help Desk any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc.
7. *Audit trail responsibilities.* Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.
8. *Data sharing responsibilities.* Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

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Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.7 Travel and Per Diem

- A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75.474) or any amendments thereto, as applicable.
- C. In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.8 Codes of Conduct

- A. *Written standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. *Self-dealing prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to

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employ any person described in 45 CFR §75.327, or subsequent amendments to these requirements.

4.9 Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.10 Fraud, Waste and Abuse

- A. Contractor shall make timely, a written report to CSD of incidents and activities, or suspected incidents and activities, involving fraud, waste and abuse of CSBG funds **by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor.** Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by **Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor,** concerning the misuse of CSBG funds.
- B. Contractor shall provide employees, subcontractors, clients and other parties affiliated with the Contractor the information necessary to report fraud, waste and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

4.11 Procurement Standards

- A. *Maintenance of written procurement procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general OMB compliance requirement in Article I of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement,

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including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- B. *Eligible bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- C. Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- D. Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- E. *Non-competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding "Adequate justification" must include, but is not limited to:
1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 2. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and,
 3. Analysis of cost(s) to demonstrate reasonableness.
- F. *CSD Lease/Purchase Pre-Approval requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$5,000 or more through the submission of a Request for

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Purchase/Lease Pre-Approval (form CSD 558) to CSD at least fifteen (15) calendar days prior to execution. Transactions without CSD's prior written approval may be disallowed.

- G. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- H. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.12 Use and Disposition of Vehicles and Equipment

- A. Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and §75.439)
 - 1. Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD, in the following order of priority:
 - a. Activities under a Federal award from CSD, then
 - b. Activities under Federal awards from other HHS awarding agencies
 - 2. During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.
 - 3. Any use fees shall be treated as 'program income' to the CSBG program, as described in 45 CFR § 75.307.
 - 4. Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor's program activities, and properly allocated to the CSBG grant. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).

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- B. Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements for HHS Awards (45 CFR §75.320 (d)), including, but not limited to:
1. Property Records;
 2. Physical inventory of the property;
 3. A control system to prevent loss, damage, or theft;
 4. Adequate maintenance procedures; and
 5. Proper sale procedures
- C. Sale or disposition of CSBG-funded vehicles and equipment
1. If/when Contractor's CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).
 2. Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.
 3. Sale proceeds from the sale of real property, equipment, or supplies are not program income. 45 CFR 75.307(d). *See also* 45 CFR 75.2 "Program Income." Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D—Post Federal Award Requirements* (45 CFR 75.300 et seq.).

4.13 Subcontracts

- A. Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE I - SCOPE OF WORK.
- B. *Notification of subcontract execution.*
1. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Provider Website.

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2. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.
- C. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- D. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR 75, Subpart E – Cost Principles, 45 CFR 75.400 et seq.).
- E. Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.

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- G. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

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Subpart B – Financial Requirements

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 627.S), CSBG Budget Support - Personnel Costs (CSD 627A), CSBG Budget Support - Non-Personnel Costs (CSD 627B), and Budget Narrative (CSD 627C) attached to this Agreement in Subpart H.
- B. 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 this Agreement. 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.
 - 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.
 - a. “A community action program is a locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem,” as defined by Cal. Gov. Code § 12750(b).
 - b. Community action programs typically:
 - i. maintain a tripartite board or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and
 - ii. serve the purposes and goals of the federal Community Services Block Grant, Section 672 and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.
 - c. The budgets of Contractor’s community action programs, not the budget of the organization or the organizational division to which the community action

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

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programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

3. 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.
- C. Budget modifications requiring pre-approval. 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.

5.2 Advance Payments

A. Advance Amount

1. Contractors who opt to receive an advance payment must notify CSD in writing on agency letterhead. Upon the Contractor's written request and Contractor's compliance with Article 2, Subsection 1 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 25% of the Maximum Amount of this agreement.
2. If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance amount that is available and pay the remaining portion(s) as funds become available.
3. If HHS fails to provide sufficient funds to pay the authorized advance amount during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.
4. If, during the first six months of the contract term, CSD amends this Agreement to increase the Maximum Amount, CSD shall advance up to 25% of the increase to Contractor.

B. Interest on Advances

1. Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR 75.305(b)(9)), unless the following apply:
 - a. Contractor receives less than \$120,000 in Federal awards per year.

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

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- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on CSBG cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
2. Interest earned amounts up to \$500 may be retained by Contractor for administrative expense. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services.

C. Liquidation of Advance

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 Maximum Amount of this Agreement; or,
 - b. At the beginning of the fourth bimonthly reporting period of the contract term.
2. CSD-initiated repayments 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.

D. Lien Rights

The State retains lien rights on all funds advanced.

5.3 Payments

- A. Upon approval of deliverables described in Article 2, Section 1, CSD shall issue bimonthly or monthly payments (as specified by Contractor on the CSD 627.S) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

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reimbursement for the specific report period.

- B. 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 Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

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ARTICLE 6 – FINANCIAL REPORTING

6.1 Bimonthly Fiscal Reports

- A. Contractor shall elect to report and be reimbursed on a bimonthly basis.
- B. Contractor shall complete and submit to CSD a bimonthly (as specified by Contractor on the CSD 627.S) CSBG 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.
- C. For expenditure reporting, see specific due dates below:

Reporting Period	Period Begins	Period Ends	Reports Due
1	June 1, 2019	July 31, 2019	August 20, 2019
2	August 1, 2019	September 30, 2019	October 20, 2019
3	October 1, 2019	November 30, 2019	December 20, 2019
4	December 1, 2019	January 31, 2020	February 20, 2020
5	February 1, 2020	March 31, 2020	April 20, 2020
6	April 1, 2020	May 31, 2020	June 20, 2020

6.2 Fiscal Close-Out Report

Contractor shall submit the following items to close-out fiscal reporting.

- A. Final expenditures must be submitted by entry into EARS.
- B. All adjustments must reflect the actual expenditure period and be submitted by entry into EARS.
- C. Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.
- D. If CSD grants Contractor a term extension, regardless of the extension period, Contractor must submit all required close-out documents, without exception, no later than June 30, 2020.

ARTICLE 6 – FINANCIAL REPORTING

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6.3 Transparency Act Reporting

- A. 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.
- B. Pursuant to the FFATA reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving CSBG funds. Contractor must complete form CSD 279, located in Subpart H, and return with the contract Part I to ensure compliance.

CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

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Subpart C – Programmatic Requirements

ARTICLE 7 – CSBG Terms, Conditions, Programmatic Provisions and Reporting

7.1 Fair Hearing for Denial of Client benefits by Contractor

- A. Pursuant to Title 22 of the California Code of Regulations, Section 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within twenty (20) days from the denial of assistance.
- B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
- C. The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.2 Workplan and Final Report Submission

A. Submission of Required Work Plan

Concurrent with the submission of this Agreement, Contractor shall complete and submit the Discretionary Grant Work Plan/Final Report (CSD 626 Rev. 3/2019) available on the provider website at <https://providers.csd.ca.gov>.

B. Submission of Required Final Report

Contractor must submit the Final Report on programmatic activities on the Work Plan/Final Report CSD 626 (Rev. 3/2019) no later than 30 days after the end of the contract term. Unless otherwise specified, reports required by Section 7.2 be submitted via email to CSBGReports@csd.ca.gov, no later than June 30, 2020.

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Subpart D – Compliance Requirements

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit and Investigate

- A. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- C. Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with 42 U.S.C. §9901 *et seq.*, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring

A. Contractor's and CSD's Shared Responsibilities for Federal Funds

- 1. As the recipient of federal CSBG discretionary funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
- 2. As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:
 - a. Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Section 7.2, applicable to CSBG-

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

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funded programs; and,

- b. Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with federal OMB Super Circular requirements.
- B. CSD shall provide Contractor reasonable advance written notice of on-site monitoring **reviews of Contractor's program or fiscal performance.** Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- C. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.
- D. Collection of Disallowed Costs
 1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
 2. *Time for response.* Contractor shall have no less than 30 days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
 3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 8.4, paragraph E, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.
 4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

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5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.3 Auditing Standards and Reports

A. Auditing Standards

1. *Applicability.* The standards set forth in this Article (8.3 – Auditing Standards and Reports) reflect the audit requirements as set forth in 2 CFR §200.500 *et seq.*
2. *Supplemental Audit Guide.* In addition to the applicable audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference and may be accessed on the Provider Website.

B. Audit Reports

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards, December 2011 Revision, as amended.”
2. Organizations below audit threshold. Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single agency-wide audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

- C. *Submission of Audit Reports.* Contractor shall submit to CSD one printed copy and one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the **auditor’s report**, or nine months after the end of the Contractor's fiscal year.

- D. The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:

audits@csd.ca.gov.

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One Printed copy:

Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- E. In the event that an agency fails to comply with the audit requirements under this section, CSD may take one or more of the following actions, provided in 45 CFR § 75.371 - §75.380 "Remedies for Noncompliance," as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by contractor or more severe enforcement action by the non-Federal awarding agency entity or more severe enforcement action by CSD;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend (suspension of award activities) or terminate the award;
 4. Recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR part 180 and Federal awarding agency regulations at 2 CFR Part 376 be initiated by CSD;
 5. Withhold further federal awards for the project or program; and/or
 6. Take other remedies that may be legally available.
- F. Collection of Disallowed Costs
1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.

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2. Contractor shall have no less than 30 days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of **Contractor's submission**, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 8.4, paragraph E, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.
4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.4 Enforcement Actions Resulting from Noncompliance with this Agreement

A. Legal Authority

The authority for CSD Enforcement Actions, as defined in paragraph B, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 U.S.C. 9901, et. seq.), in Office of Management and Budget (OMB) Circulars, and in state regulations, with particular reference to 22 CCR 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that the present article shall: 1) guide, inform and clarify the Enforcement Process; 2) establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

B. Definitions

1. *Enforcement action.* For purposes of this Article, 'enforcement action' shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or **Contractor's inability to fulfill contractual obligations** of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: a) 'High Risk' designation; b) a determination of

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cost disallowance; c) contract suspension; d) contract termination; or
e) termination of Contractor's designation as eligible entity.

2. *High Risk designation* refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to enforcement action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.
3. *Material breach* means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
 - a. constitutes fraud or gross negligence by Contractor or its agent(s);
 - b. is likely to result in significant waste and/or abuse of federal funds;
 - c. has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
 - d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
 - e. may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
 - f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

C. Initiation of Enforcement Action

1. *Grounds for enforcement action.* If CSD determines that Contractor has not **complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement**, or if CSD **determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised**, CSD may initiate an enforcement action.
2. *Notice of High Risk designation.* To initiate an enforcement action, CSD must provide Contractor with written Notice of High Risk designation, setting

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

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forth: 1) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.

D. Special Conditions and Sanctions

1. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
2. Special Conditions may include, but are not limited to:
 - a. requiring Contractor to obtain training and/or technical assistance;
 - b. imposition of special or additional reporting requirements;
 - c. special or conditional cost reimbursement requirements and procedures;
 - d. provision of documentation by Contractor; and/or
 - e. requiring Contractor to amend or modify systems, procedures, and/or policies.
3. Sanctions may include, but are not limited to:
 - a. suspension of advances and/or reimbursements; and/or
 - b. issuance of notices to suspend operations.
4. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that:
 - a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or

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- b. associated costs are otherwise very likely to be disallowed; and
 - c. taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.
5. Procedures for Review of Special Conditions and/or Sanctions
- a. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.
 - b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
 - c. *Informal meeting.* Within five days of receipt of a Notice of Enforcement Action, Contractor may request an informal meeting for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.
 - d. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 CCR 100780.
 - e. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.
 - f. Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5.c. applies.

E. Enforcement Action Cost Disallowance

- 1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.

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2. Statements of Questioned Costs shall include, at minimum:
 - a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;
 - b. Factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and
 - c. **Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.**
3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an **investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose.** Contractor agrees to cooperate fully in any audit **conducted and to ensure that Contractor's agents, accountants and subcontractors** cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.
4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may a) impose sanctions as provided in subparagraph C. 4., and/or b) issue a Notice of Disallowed Costs as determined appropriate.
5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:
 - a. the amount of disallowed costs to be repaid, if any; and
 - b. the date by which repayment must be made or, in the alternative,
 - c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
6. *Right to dispute Notice.* Not later than five (5) working days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 CCR 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, as provided in subparagraph

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

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D. 5 of this section, in a combined proceeding.

7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.
8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing **Contractor's repayment plan**, CSD shall take into consideration such factors as, but not limited to:
 - a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
 - b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;
 - c. the risk of being unable to recover funding and the options for securing **Contractor's repayment obligation**; and
 - d. Contractor's financial condition and ability to pay.
- F. *Removal of High Risk designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed **Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan.** Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.
- G. *Further enforcement action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, **Contract Termination and Termination of Contractor's designation as eligible entity**, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100780 and other applicable State and federal statutes and regulations.
- H. *Contractor's status during federal review period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

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denial of refunding, and/ or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 676A of the Community Services Block Grant Act, (42 USC 9905A), *except* that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart E – Certifications and Assurances

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Certifications

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will comply with the provisions set forth in the following:

1. Drug Free Workplace Requirements Contract Certification Clause (CCC 04/2017)
2. National Labor Relations Board Certification (CCC 04/2017)
3. Expatriate Corporations (CCC 04/2017)
4. Domestic Partners (CCC 04/2017)
5. Amendment for Change of Agency Name (CCC 04/2017)
6. Resolution (CCC 04/2017)
7. Air and Water Pollution Violation (CCC 04/2017)
8. Information Integrity and Security (Department of Finance. Budget Letter 04-35)
9. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services. Management Memo 08-11)

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit the Provider Website.

9.2 Federal Certification Regarding Debarment, Suspension and Related Matters

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

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(federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return **prior to CSD's execution of this Agreement**. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.
- F. Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.3 Affirmative Action Compliance

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60 1.40, Sections 60 2.10 through 60 2.32, Sections 60 250.1 through 60 250.33, and Sections 60 741.4 through 60 741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

**STANDARD AGREEMENT
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9.4 Nondiscrimination Compliance

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3. Rehabilitation Act of 1973, as amended.
 - 4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6. Public Law 101 336, Americans with Disabilities Act of 1990, as amended.

9.5 Specific Assurances

- A. Pro-Children Act of 1994
 - 1. This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
 - 2. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For a detailed explanation, please visit the Provider Website.
 - 3. This Agreement incorporates by reference all provisions set forth in "Child Support Services and Referrals (Section 678G (b) 1998 CSBG Reauthorization Act)." For a detailed explanation in the CSBG Act, please visit the Provider Website.
- B. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
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C. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

1. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
2. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM>.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart F – State Contracting Requirements

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 04/2017

- 10.1 APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 10.2 AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 10.3 ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 10.4 AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 10.5 INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 10.6 DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 10.7 TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
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State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 10.8 INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 10.9 RECYCLING CERTIFICATION:** Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10.10 NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case, less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall be required to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 10.11 CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
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- 10.12 TIMELINESS:** Time is of the essence in this Agreement.
- 10.13 COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 10.14 GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 10.15 ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 10.16 CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

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contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.17 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10.18 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Pub. Contract Code §10353.

10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

10.20 LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person

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engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 U.S.C. § 9902; CA Govt. Code §12730; 45 C.F.R. Part 75 and 22 C.C.R. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

- Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
- Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
- Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.
- Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.
- Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.
- Continuing Resolution: An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.
- Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

SUBPART G – DEFINITIONS

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<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
<u>Limited Purpose Agency (LPA):</u>	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9921.
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Native American Indian program (NAI):</u>	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in California Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 U.S.C. § 9910(b).
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.
<u>Subcontractor:</u>	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subcontract:

A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Total Allocation:

The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Subpart H – Table of Forms and Attachments

H.1. Forms (to be returned with signed contract):

A. 627 Budget Series (Forms):

1. CSD 627.S CSBG Contract Budget Summary
2. CSD 627ACSBG Budget Support Personnel Cost
3. CSD 627B CSBG Budget Support Non-Personnel Cost
4. CSD 627C CSBG Budget Narrative Form

B. CSD 626 (Rev. 3/2019) Workplan/ Final Report

D. Certification Regarding Lobbying/Disclosure of Lobbying Activities

E. Community Services and Development Federal Accountability and Transparency Act Report (CSD 279)

F. Agency Staff and Board Roster (CSD 188)

H.2. The following documents are hereby incorporated by this reference:

Attachment A: CSBG Allocation Spreadsheet

Attachment B: Supplemental Audit Guide

3964, Exhibit A

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name	Health and Human Services Agency			
Program Type (<i>check one</i>)	<input checked="" type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input type="checkbox"/> LIHEAP	<input type="checkbox"/> DOE WAP
Contract #(s) (<i>list all active contracts for the selected program</i>)	19F-4411			
Contract Period(s) (mm/dd/yy - mm/dd/yy)	06/01/19 -06/31/20			
Agency Unique Identifier (DUNS Number)	965067382			
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	Constance Mote		
	Title	Department Analyst		
	E-mail:	constance.mote@edcgov.us		
	Phone:	(530) 642-7118		
Location of Agency	Mailing Address:	3057 Briw Road, Suite B, Placerville		
	State:	CA		
	Zip + 4 digits	95667-5330		
	U.S. Congressional District:	Fourth		
	State Assembly District:	Fifth		
	State Senate District:	First		

Place of Performance (where program funds are primarily spent, if different from agency location above)	Street Address:	
	State:	
	Zip + 4 digits	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No • A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). • A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, <u>you are now finished completing this form.</u>)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	



CERTIFICATION REGARDING LOBBYING
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant

PERIOD: June 1, 2019 through May 31, 2020

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Donald Semon, Director

 Title



 Signature

El Dorado County Health and Human Services Agency

 Agency/Organization

5-28-19

 Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is 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. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproductions Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

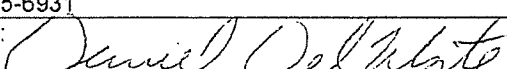
This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment 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 activity is and/or has been secured to influence the outcome of a covered Federal 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-90-001."
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 prime 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 name 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 or 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.

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Discretionary Grant Work Plan/Final Report
 CSD 626 (Rev. 3/2019)

☒ Work Plan
☐ Final Report

Agency Name: El Dorado County Health and Human Services Agency	Agency/Project Representative: Daniel Del Monte MPA
Contract Number: 19F-4411	Contract Term: June 1, 2019 – May 31, 2020
Email: daniel.delmonte@edcgov.us	Telephone Number: (530) 295-6931
Date: 5/16/2019	Signature: 

Work Plan (Please provide all information requested)

Project Name:	
Project Domain (Select <u>one</u> domain from the list below that aligns with your project. Domains align with the annual report).	Project Type (Select <u>one</u> project type that best fits your project. Note: A response isn't required if you selected Agency Capacity Building in the "Project Domain" section).
<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement <input type="checkbox"/> Agency Capacity Building <ul style="list-style-type: none"> <input type="checkbox"/> Strategic Planning <input type="checkbox"/> Data Management and Reporting <input type="checkbox"/> Software/IT <input type="checkbox"/> Grant/Resource Development 	<input type="checkbox"/> New Program <input type="checkbox"/> Program Expansion of an existing program <input checked="" type="checkbox"/> Program Enhancement such as improving services

Projected Activities/Services to be performed:

Tahoe Coalition for the Homeless implements El Dorado CoC's Coordinated Entry System (CES), which is a legal responsibility of the CoC. CES is El Dorado's County-wide intake into homeless housing programs. With Prevention and Diversion Services being key components of Coordinated Entry, CSBG dollars will help enhance critical services for Coordinated Entry. Tahoe Coalition for the Homeless will utilize these funds to provide **Homeless Prevention Services** for individuals identified as at-risk of facing homelessness through rent supplements and support services to help them access rental housing in the private (non-subsidized) housing market. They will also provide **Homeless Diversion services**, preventing individuals from needed to access homeless services at the front door of the homelessness response system by helping individuals identify immediate alternative housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to or access permanent housing.

Expected Outcome(s) to be achieved (included the projected number of participants to be served):

Tahoe Coalition for the Homeless has established a target goal of providing Homeless Prevention or Homeless Diversion services to 8-households. The expected outcomes for Homeless Prevention services households will be that they access rental housing in the private (non-subsidized) market. The expected outcomes for Homeless Diversion services households will be that they return to or access permanent housing through the rental market, friends, family, or other permanent housing available to them.

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Discretionary Grant Work Plan/Final Report
 CSD 626 (Rev. 3/2019)

☒ Work Plan
☐ Final Report

Provide a brief timeline of the project activities (include start date, key milestones, and end date):

The program is projected to start July 15, 2019. The program will end by March 31, 2020. Tahoe Coalition for the Homeless staff implementing Coordinated Entry will utilize a prevention/diversion screening tool to determine if these services are good options for the presenting individual or household. Key milestones will include providing Prevention or Diversion services to 8-households, either at-risk of homelessness or currently homeless, connecting the household with person-centered resources that ensure their connection to or maintenance of permanent housing.

FISCAL SPENDING PLAN

Fiscal Spending Plan

Enter your proposed expenditure plan below. For each bimonthly reporting period, enter the percentage of your expected expenses in the % Expended row. For planning purposes, enter the "Year-to-date (YTD)" expected expenditures in the YTD % row (as a cumulative percentage) for each period. The expected expenditures should reflect your project timeline; as the YTD % row can reach 100% before the end of the contract term.

Reporting Period	June-July	Aug-Sept	Oct-Nov	Dec-Jan 2020	Feb-Mar	Apr-May
% Expended						
YTD % Expended	50%	0%	50%	0%	0%	0%

Advance Payments

Per contract Agreement, contractors are allowed up to a 25% advance of the total discretionary allocation. Contractors are required to submit a written request to CSD. Will your agency submit a written request for an advance?

☒ Yes ☐ No

FINAL REPORT

(The Final Report shall be completed and submitted to CSD no later than 30 days after the contract term or upon completion of the project.)

Activities/Services:

Actual Outcome(s) Achieved (include the number of participants who achieved the outcome):

Success Story (include if applicable, attach additional sheets as necessary):

CSD Use Only

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Discretionary Grant Work Plan/Final Report
CSD 626 (Rev. 3/2019)

☒ Work Plan
☐ Final Report

Date Received by Field Representative: _____ Date Application Accepted: _____

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Discretionary (Disc.) Contract Budget Summary
 CSD 627 (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET SUMMARY

Contractor Name: El Dorado County Health and Human Services Agency		Contract Number: 19F-5009	Contract Amount: \$30,000
Prepared By: Valerie Ladowski		Contract Term: 1/1/2019-12/31/2019	Amendment #:
Telephone #: (530) 642-7174		Fax Number:	
Date: 4/22/2019		E-mail Address: valerie.ladowski@edcagov.us	
SECTION 10: ADMINISTRATIVE COSTS			
Line Item		CSBG Disc. Funds (rounded to the nearest dollar)	
1	Salaries and Wages		
2	Fringe Benefits		
3	Operating Expenses		
4	Equipment		
5	Out-of-State Travel		
6	Contract/Consultant Services		
7	Other Costs		
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG Disc. allocation in Section 40)			
SECTION 20: PROGRAM COSTS			
Line Item		CSBG Disc. 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	\$30,000	
7	Other Costs		
Subtotal Section 20: Program Costs		\$30,000	
SECTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20)		\$30,000	
SECTION 70: Enter "Other Agency Operating Funds used to Support CSBG Disc." (INFORMATION ONLY)			
SECTION 80: Agency Total CSBG Discretionary Operating Budget (Sum of Section 40 and 70) (INFORMATION ONLY)		\$30,000	
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 40)			

Contractor Name: El Dorado County Health and Human Services Agency	Contract Number: 19F-5009	Contract Amount: \$30,000
Prepared By: Valerie Ladowski	Contract Term: 1/1/2019-12/31/2019	Amendment #:
Telephone #: (530) 642-7174	Fax Number:	
Date: 4/22/2019	E-mail Address: valerie.ladowski@edcgov.us	

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
No. of Positions	Position Title	Total Salary for each position	Percent (%) of CSBG Disc. time allocated for each position	Number of CSBG Disc. months allocated for each position	Total CSBG Disc. Funds budgeted for each position
Total (must match Section 10: Administrative Costs line item 1 on the CSD 627 Budget Summary form)					

Total (must match Section 20: Program Costs line item 1 on the CSD 627 Budget Summary form)					

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 Disc. funds Budgeted Line 2	Section 20 Program Costs List CSBG Disc. funds Budgeted Line 2
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 627 (BUDGET SUMMARY)			

3964, Exhibit A

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Discretionary (Disc.) Budget Support – Non Personnel Costs
 CSD 627B (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name:	El Dorado County Health and Human Services Agency	Contract Number:	19F-5009	Contract Amount:	\$30,000
Prepared By:	Valerie Ladowski	Contract Term:	1/1/2019-12/31/2019	Amendment #:	
Telephone #:	(530) 642-7174	Fax Number:			
Date:	4/22/2019	E-mail Address:	valerie.ladowski@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 627 Budget Summary form Attach additional sheet(s) if necessary	CSBG Discretionary			
	Section 10 Administrative Costs		Section 20 Program Costs	
List all Operating Expenses	3	sum should equal total on line item 3 of CSD 627 Budget Summary form	3	sum should equal total on line item 3 of CSD 627 Budget Summary form
List all Equipment Purchases	4	sum should equal total on line item 4 of CSD 627 Budget Summary form	4	sum should equal total on line item 4 of CSD 627 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 627 Budget Summary form	5	sum should equal total on line item 5 of CSD 627 Budget Summary form
List all Contract/Consultant Services	6	sum should equal total on line item 6 of CSD 627 Budget Summary form		
List all Subcontractor/Consultant Services			6	sum should equal total on line item 6 of CSD 627 Budget Summary form
Tahoe Coalition				\$30,000
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				
ii				
iii				
iv				
Total Other Costs (Sum of i, ii, iii, iv):	7	sum should equal total on line item 7 of CSD 627 Budget Summary form	7	sum should equal total on line item 7 of CSD 627 Budget Summary form

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET NARRATIVE

Contractor Name: El Dorado County Health and Human Services Agency	Contract Number: 19F-5009	Contract Amount: \$30,000	Date 04/22/2019
Prepared By: Valerie Ladowski	Contract Term: 1/1/2019-12/31/2019	Amendment Number:	
Telephone Number: (530) 642-7174	Fax Number:	E-mail Address: valerie.ladowski@edcgov.us	

Subcontractor/Consultant Services

Tahoe Coalition for the Homeless
 Homeless Prevention / Diversion Project
 July 1, 2019 – December 31, 2019

The total maximum number of households or individuals that the agency proposed to serve with the CSBG funds – 100 Individuals

Homeless Prevention Programs provide individuals identified as at-risk of facing homelessness with portable rent supplements and support services to help them access rental housing in the private (non-subsidized) housing market.

Homeless Diversion Programs prevent individuals from needed to access homeless services at the front door of the homelessness response system by helping people identify immediate alternative housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to or access permanent housing

Total \$30,000



County of El Dorado

Minute Order Board of Supervisors

Board of Supervisors
Department
330 Fair Lane, Building A
Placerville, California
530-621-5390
FAX 530-622-3645
www.edcgov.us/bos

Sue Novasel, Chair, District V
Brian K. Veerkamp, First Vice Chair, District III
John Hidahl, Second Vice Chair, District I
Shiva Frentzen, District II
Lori Parlin, District IV

James S. Mitrison, Clerk of the Board of Supervisors
Don Ashton, Chief Administrative Officer
David Livingston, Interim County Counsel

Tuesday, May 21, 2019

9:00 AM

330 Fair Lane, Placerville, CA

14. 19-0725

Health and Human Services Agency recommending the Board:

- 1) Accept funding from the California Department of Community Services and Development in the amount of \$30,000, and delegate authority to the Health and Human Services Agency Director to sign revenue Agreement 19F-4411 for the term June 1, 2019 through May 31, 2020, for said services; and
- 2) Delegate authority to the Health and Human Services Agency Director to sign any further amendments thereto contingent upon approval by County Counsel and Risk Management; and
- 3) Authorize the Health and Human Services Agency Director, Assistant Director of Administration and Finance or Chief Fiscal Officer to execute any fiscal and programmatic reports required for said Agreement.

FUNDING: Community Services Block Grant Discretionary funding, to be used for Homelessness Prevention and Diversion Services.

This matter was Approved on the Consent Calendar.

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

By

Deputy Clerk