



RESOLUTION No. 20-331

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A STANDARD AGREEMENT NUMBER 20F-3668 WITH THE STATE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) FOR FUNDING OF 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDED BY THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT AND AUTHORIZING THE HEALTH AND HUMAN SERVICES AGENCY DIRECTOR TO SIGN ANY REQUIRED DOCUMENTS ASSOCIATED WITH CSD NOTIFICATIONS OF AVAILABILITY OF CSBG FUNDS UP TO THE MAXIMUM AMOUNT OF \$379,283 FOR THE TERM OF MARCH 27, 2020 THROUGH MAY 31, 2022 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE HEALTH AND HUMAN SERVICES AGENCY HOUSING AND COMMUNITY SERVICES DIVISION'S BUDGET FOR FISCAL YEAR 2019/20 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Federal legislation was passed known as the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide financial assistance due to the COVID-19 pandemic; and

WHEREAS, the State Department of Community Services and Development (CSD) received an allocation of CARES funding to provide assistance to low income individuals and families impacted by the COVID-19 pandemic; and

WHEREAS, the County is eligible to receive CARES funding from the State Department of Community Services and Development (CSD) through a Community Services Block Grant (CSBG), in the maximum amount of \$379,283 for the term of March 27, 2020, through May 31, 2022, through Agreement Number 20F-3668; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Agreement 20F-3668 by and between the County and the State Department of Community Services and Development (CSD) pertaining to awarding the County of Nevada CARES CSBG funds, in the amount of \$379,283, for the term of March 27 2020 through May 31, 2022 to support services to improve the conditions of low-income residents directly impacted by the COVID-19 pandemic, be and hereby is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that Ryan Gruver, Health and Human Services Agency Director, is authorized to sign any required documents associated with CSD notifications to allow for receipt of CSBG funds up to the maximum amount of \$379,283 for the term of March 27, 2020, through May 31, 2022.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Health and Human Services Agency Housing and Community Services Division's Budget for Fiscal Year 2019/20 as follows:

Fiscal Year 2019/20

Revenue:	1589-50601-451-2001 / 446690	\$379,283
Expenditure:	1589-50601-451-2001 / 521520	\$ 7,000
	1589-50601-451-2001 / 521525	\$220,000
	1589-50601-451-2001 / 538014	\$152,283

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of July, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

7/28/2020 cc: Housing (2)
AC* (Hold)

8/20/2020 cc: Housing*
AC* (Release)
CSD

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD. 215 (Rev. 08/2017)

AGREEMENT NUMBER 20F-3668	AMENDMENT NUMBER 0
-------------------------------------	------------------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Nevada County Department of Housing and Community Services		2. FEDERAL I.D. NUMBER 94-6000526
3. AGENCY TRANSMITTING AGREEMENT Department of Community Services and Development	4. DIVISION, BUREAU, OR OTHER UNIT Contract Services Unit	5. AGENCY BILLING CODE 031150
6a. CONTRACT ANALYST NAME Tracie Fong	6b. EMAIL tracie.fong@csd.ca.gov	6c. PHONE NUMBER (916) 576-0555
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If yes, enter prior contractor name and Agreement Number) Community Services Block Grant (CSBG) under a DGS Master Exemption		
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES Provide CSBG services to low-income population of California		

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need, or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 Contractor agrees to continue to provide services and activities to eligible participants residing in Contractor's assigned service area, pursuant to California Government Code Section 12725 et seq., and 42 United States Code (USC) 9901 et., as amended, the Community Services Block Grant Act.

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCE PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) Reimbursement based upon expenditure and activity reports

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
F.T.F.	4700-101-0890-4185	19/20	23	2019	\$ 379,283.00

OBJECT CODE GRANTS/SUBVENTIONS	AGREEMENT TOTAL	\$ 379,283.00
OPTIONAL USE 4C120	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 379,283.00
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$ 0.00
	TOTAL AMOUNT ENCUMBERED TO DATE	\$ 379,283.00

ACCOUNTING OFFICER'S SIGNATURE	DocuSigned by: <i>Lois Hullum</i> BDD27AA13655475...	ACCOUNTING OFFICER'S NAME (Print or Type) Lois Hullum	DATE SIGNED 7/6/2020
--------------------------------	--	--	-------------------------

STATE OF CALIFORNIA
AGREEMENT SUMMARY

AGREEMENT NUMBER 20F-3668	AMENDMENT NUMBER 0
-------------------------------------	------------------------------

STD. 215 (Rev. 08/2017)

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	03/27/2020	05/31/2022	\$ 379,283.00	Contracts SCM 5.80.B.2.b.
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$ 379,283.00	

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) (Attach justification if secondary method is used)
 Invitation for Bid(IFB) Exempt from Bidding (Give authority for exempt status)
 OTHER (Explain) _____ Contracts SCM 5.80.B.2.b.
 Use of Master Service Agreement
 Sole Source Contract (Attach STD. 821)

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount, and small business status) (If an amendment, sole source, or exempt, leave blank)
 N/A - Subvention contract
15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOW BIDDER, PLEASE EXPLAIN REASON(S)(If an amendment, sole source, or exempt, leave blank)
 N/A - Subvention contract
16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 N/A - Subvention contract

- 17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)
 Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Not Applicable (Interagency / Public Works / Other _____)
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

- 17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
 By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	DocuSigned by: <i>Tracie Fong</i>	SIGNER'S NAME (Print or Type) Tracie Fong	DATE SIGNED 7/6/2020
----------------------	--------------------------------------	---	--------------------------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000, Has the letting of the agreement been reported to the Department of Fair Employment and Housing?
 No Yes N/A
19. Have Conflict Of Interest Issues Been Identified And Resolved As Required By The State Contract Manual Section 7.10?
 No Yes N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?
 None on file No Yes N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses B. STD. 204, Vendor Data Record
 NO YES N/A No Yes N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED
 No Yes N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number: _____
24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)
 No (Explain below) _____ Yes ___% of Agreement
Explain: DVBE goals are not required and do not apply to this Agreement. Federal and state laws dictate the entities eligible for these subvention grants.
25. Is This Agreement (With Amendments) For A Period Of Time Longer Than Three Years?
 No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.		
SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD. 215 (Rev. 08/2017)

AGREEMENT NUMBER 20F-3668	AMENDMENT NUMBER 0
-------------------------------------	------------------------------

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Government Code 19130 (b) (3)

The services being performed under this contract do not cause any displacement of State workers. Federal and/or State law for this program specify the entities that are eligible for these funds.

<p><i>The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).</i></p>			
SIGNATURE	DocuSigned by: Tracie Fong	NAME/TITLE (Type or Print) Tracie Fong / Contract Analyst	DATE SIGNED 7/6/2020
PHONE NUMBER (916) 576-0555	B41034C13F874B0...	STREET ADDRESS 2389 Gateway Oaks Drive, Suite 100	
EMAIL tracie.fong@csd.ca.gov		CITY Sacramento	STATE CA
			ZIP 95833

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 20F-3668	PURCHASING AUTHORITY NUMBER (if applicable)
---	-------------------------------------	---

- 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
Nevada County Department of Housing and Community Services
- The term of this Agreement is: **March 27, 2020 through May 31, 2022**
- The maximum amount of this Agreement is: **Total \$379,283.00**
- 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:

Preamble

- Article 1 - Scope of Work
- Article 2 - Contract, Administration, Procedure
- Article 3 - Agreement Changes
- Article 4 - Administrative Policies and Procedures
- Article 5 - Program Budget Requirements and Payments
- Article 6 - Financial Reporting
- Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting
- Article 8 - Compliance Policies and Procedures
- Article 9 - Federal and State Policies and Provisions

Definitions

Table of Forms and Attachments

These documents can be accessed at <https://providers.csd.ca.gov/>.

RECEIVED
CONTRACT SERVICES UNIT
2020 AUG -5 AM 11:58

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.) Nevada County Department of Housing and Community Services			
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 950 Maidu Avenue, Nevada City, CA 95959			
PRINTED NAME OF PERSON SIGNING Heidi Hall	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE <i>Heidi Hall</i>	DATE SIGNED <i>7/28/2020</i>		
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 Chris Vail	TITLE Chief Financial Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>CV</i>	DATE SIGNED <i>8-11-2020</i>		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

20F-3668

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

Nevada County Department of Housing and Community Services

2. The term of this Agreement is: **March 27, 2020 through May 31, 2022**

3. The maximum amount of this Agreement is: **Total \$379,283.00**

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:

Preamble

Article 1 - Scope of Work

Article 2 - Contract, Administration, Procedure

Article 3 - Agreement Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Program Budget Requirements and Payments

Article 6 - Financial Reporting

Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting

Article 8 - Compliance Policies and Procedures

Article 9 - Federal and State Policies and Provisions

Definitions

Table of Forms and Attachments

These documents can be accessed at <https://providers.csd.ca.gov/>.

RECEIVED
CONTRACT SERVICES UNIT
2020 AUG -5 AM 11:58

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 <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Nevada County Department of Housing and Community Services			
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 950 Maidu Avenue, Nevada City, CA 95959			
PRINTED NAME OF PERSON SIGNING Heidi Hall	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE <i>Heidi Hall</i>	DATE SIGNED <i>7/28/2020</i>		
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 Chris Vail	TITLE Chief Financial Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>CV</i>	DATE SIGNED <i>8-11-2020</i>		

CSBG CARES

County	Agency	Contract Number	CARES	
			Total 2020 Contract	25% Advance
Alameda	Berkeley Community Action Agency	20F-3640	373,097	93,274
Alameda	City of Oakland, Human Services Department	20F-3641	1,893,460	473,365
Alpine	Inyo Mono Advocates for Community Action, Inc.	20F-3642	1,829	457
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	20F-3643	365,296	91,324
Butte	Community Action Agency of Butte County, Inc.	20F-3644	505,117	126,279
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	20F-3645	364,358	91,090
Colusa	SEE GLENN COUNTY			
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	20F-3646	1,189,181	297,295
Del Norte	Del Norte Senior Center, Inc.	20F-3647	71,548	17,887
El Dorado	El Dorado County Health and Human Services Agency	20F-3648	399,779	0
Fresno	Fresno County Economic Opportunities Commission	20F-3649	2,592,952	648,238
Glenn/Colusa/Trinity	Glenn County Health and Human Services Agency	20F-3650	366,403	91,601
Humboldt	Redwood Community Action Agency	20F-3651	376,345	94,086
Imperial	Campesinos Unidos, Inc.	20F-3652	438,089	109,522
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	20F-3653	361,882	90,471
Kern	Community Action Partnership of Kern	20F-3654	2,082,493	520,623
Kings	Kings Community Action Organization, Inc.	20F-3655	421,067	0
Lake/Mendocino	North Coast Opportunities, Inc.	20F-3656	764,063	191,016
Lassen/Plumas/Sierra	Plumas County Community Development Commission	20F-3657	363,892	90,973
Los Angeles	Foothill Unity Center, Inc.	20F-3658	450,633	112,658
Los Angeles	Long Beach Community Action Partnership	20F-3659	1,100,415	275,104
Los Angeles	County of Los Angeles Dept. of Public Social Services	20F-3660	8,489,288	2,122,322
Los Angeles	City of Los Angeles Housing + Community Investment Dept.	20F-3661	9,194,002	2,298,501
Madera	Community Action Partnership of Madera County, Inc.	20F-3662	390,168	97,542
Marin	Community Action Marin	20F-3663	377,057	94,264
Mariposa	SEE CALAVERAS COUNTY			
Mendocino	SEE LAKE COUNTY			
Merced	Merced County Community Action Agency	20F-3664	698,207	174,552
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	20F-3665	366,403	91,601
Mono	SEE INYO COUNTY			
Monterey	Monterey County Community Action Partnership	20F-3666	699,580	174,895
Napa	Community Action Napa Valley	20F-3667	401,231	100,308
Nevada	Nevada County Dept. of Housing & Community Services	20F-3668	379,283	0

SUBVENTION AGREEMENT

TABLE OF CONTENTS

PREAMBLE..... 4

ARTICLE 1 – SCOPE OF WORK 4

1.1 General..... 4

1.2 Agreement Term 4

1.3 Agreement Amount..... 4

1.4 Legal Authorities – Program Requirements, Standards, and Guidance..... 4

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE..... 6

2.1 Required Documents..... 6

2.2 Contractor’s Option of Termination 7

2.3 Budget Contingencies 8

2.4 Miscellaneous Provisions..... 9

ARTICLE 3 – AGREEMENT CHANGES..... 10

3.1 Amendment..... 10

3.2 Minor Modification..... 10

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES 10

4.1 Board Resolution 11

4.2 Training and Meetings 11

4.3 Internal Control Certification..... 11

4.4 Record Retention Requirements 12

4.5 Insurance Requirements..... 12

4.6 Specific Insurance Requirements..... 13

4.7 System Security Requirements 15

4.8 Services Offered..... 15

4.9 Data Sensitivity 15

4.10 Contractor Systems Security..... 16

4.11 Trusted Behavior Expectations 16

4.12 Incident Reporting 16

4.13 Audit Trail Responsibilities 16

4.14 Data Sharing Responsibilities 16

4.15 Travel and Per Diem 17

SUBVENTION AGREEMENT

9.4 Specific Assurances 38

9.5 Commercial and Government Entity (CAGE) Identification Code and Data Universal
Numbering System (DUNS) Requirements 39

DEFINITIONS..... 40

TABLE OF FORMS AND ATTACHMENTS..... 42

SUBVENTION AGREEMENT

the CSBG Act;

- 1.5.1.2 California laws and regulations applicable to CSBG Programs, Government Code (Gov. Code) § 12085 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601-100795;
 - 1.5.1.3 The Single Audit Act, 31 U.S.C. § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75;
 - 1.5.1.4 Information Integrity and Security (Department of Finance, Budget Letter (BL) 04-35); Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11); and
 - 1.5.1.5 California Contractor Certification Clauses 04/2007 (CCC 04/2017); and State contracting requirements, “General Terms and Conditions, GTC 04/2017”. The provisions in their entirety, can be reviewed and downloaded at the Department of General Services website at DGS.ca.gov.
- 1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed within this Agreement, 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 authorities directly conflict with any State law or regulation or any provision of this Agreement, then that federal law or regulation shall apply, unless, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.
- 1.5.3 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 CARES funds, provided:
- 1.5.3.1 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”;
 - 1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

SUBVENTION AGREEMENT

2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and

2.1.1.5 Board Resolution authorizing execution of this Agreement.

2.1.2 In addition to the documentation requirements set forth in Article 2.1.1, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Providers' Website. The following documentation shall be subject to CSD's approval, in form and substance:

2.1.2.1 CSBG CARES Contract Budget Summary (CSD 902.S);

2.1.2.2 CSBG CARES Budget Support Personnel Costs (CSD 902.1);

2.1.2.3 CSBG CARES Budget Support Non-Personnel Costs (CSD 902.1.2);

2.1.2.4 CSBG CARES Budget Support Other Agency Operating Funds (CSD 902.1.3);

2.1.2.5 CSBG CARES Contract Budget Narrative (CSD 902.1.4); and

2.1.2.6 CSBG CARES Work Plan (CSD 807);

2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2020 CSBG CARES Agreement and any amendments.

2.1.4 CSD shall maintain a certified date-stamped hardcopy of this Agreement for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of this Agreement on the Providers' Website, which may be accessed by Contractor, downloaded and printed at Contractor's option.

2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provisions, the amended PDF version shall be date-stamped and posted to the Providers' Website until such time as a subsequent Agreement or amendment is executed by the parties.

2.1.6 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 for execution and retention.

2.2 Contractor's Option of Termination

SUBVENTION AGREEMENT

2.3.2 *Federal Budget Contingency.*

2.3.2.1 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.

2.3.2.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD 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 or final settlement.

2.3.2.3 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.

2.4 **Miscellaneous Provisions**

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

2.4.2 *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.

2.4.3 *Severability.* If any provision of this Agreement is found to 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.

SUBVENTION AGREEMENT

4.1 Board Resolution

4.1.1 Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: (a) direct signature of a board member having signing authority; or (b) any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.2 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 Training and Meetings

Contractor shall make every effort to attend all CSBG CARES related trainings, webinars, and meetings associated with CSD.

4.3 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:

4.3.1 Segregation of duties appropriate to safeguard State assets;

4.3.2 Access to Contractor assets is limited to authorized personnel who require these assets in the performance of their assigned duties;

4.3.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.3.4 Practices to be followed in the performance of duties and functions;

4.3.5 Personnel of a quality commensurate with their responsibilities; and

4.3.6 Effective internal review.

SUBVENTION AGREEMENT

- 4.5.6 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.
- 4.5.7 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.
- 4.5.8 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).

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

- 4.6.1.1 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.
- 4.6.1.2 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.
- 4.6.1.3 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 30 days of expiration of insurance.
- 4.6.1.4 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.

4.6.2 *Workers' Compensation Insurance.*

- 4.6.2.1 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.
- 4.6.2.2 Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the California Department of Industrial Relations to CSD as evidence of

SUBVENTION AGREEMENT

4.6.5.3 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.

4.7 System Security Requirements

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 Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

4.8 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.

4.9 Data Sensitivity

- 4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Providers' Website. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.3 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 tools and configurations as required by CSD.
- 4.9.4 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 assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

SUBVENTION AGREEMENT

4.15 Travel and Per Diem

- 4.15.1 Contractor's total travel and per diem costs for in-state and/or out-of-state travel 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.
- 4.15.2 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.
- 4.15.3 In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.16 Codes of Conduct

- 4.16.1 *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 subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- 4.16.2 *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 employ any person described in 45 CFR § 75.327, or subsequent amendments to these requirements.

4.17 Conflict of Interest

- 4.17.1 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

SUBVENTION AGREEMENT

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.

- 4.19.3 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.
- 4.19.4 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.
- 4.19.5 *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: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
- 4.19.6 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure 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 \$10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least 15 calendar days prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed. For further guidance, Contractor shall refer to CPA-C-20-01, *Community Services Block Grant Administrative Guidance due to COVID-19*, which is available online at the Providers' Website at <http://providers.csd.ca.gov/>.
- 4.19.6.1 Contractors must ensure that emergency purchases are reasonable and supportive of the needs of low-income individuals and families in their communities. Contractors are required to adhere to existing emergency procurement processes and maintain justification documents in-house.
- 4.19.7 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.
- 4.19.8 Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

SUBVENTION AGREEMENT

Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).

4.20.3.2 Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.

4.20.3.3 Pursuant to 45 CFR § 75.307(d), (*see also* 45 CFR § 75.2 “Program Income”), sale proceeds from the sale of real property, equipment, or supplies are not 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.).

4.21 Subcontracts

4.21.1 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 1 - SCOPE OF WORK.

4.21.2 Notification of Subcontract Execution.

4.21.2.1 Contractor shall provide written notification to CSD within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Providers’ Website.

4.21.2.2 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>.

4.21.2.3 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.

4.21.2.4 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

SUBVENTION AGREEMENT

program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by one of the following methods: (a) completing the attached form (CSD 902.1.3); or (b) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.

5.1.2 Contractor shall submit the CSBG CARES Contract Budget Narrative form (CSD 902.1.4) with a justification for each projected line item reported on the CSD 902.1.1 and CSD 902.1.2.

5.1.3 *Administrative Expenses.* For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed 12 percent of the total operating budget of its community action program(s) only, including other agency funds used to support CSBG programs. 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 by the Contractor's agency.

The budgets of the Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

5.1.3.1 A qualifying community action program is defined as:

“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.”

5.1.3.2 Community action programs typically:

5.1.3.2.1. 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

5.1.3.2.2 Serves the purposes and goals of the federal Community Services Block Grant Act, Section 672 and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

5.1.4 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.

SUBVENTION AGREEMENT

advance payments deposited in interest-bearing accounts must be remitted annually to the U.S. Department of Health and Human Services at:

HHS Program Support Center
P. O. Box 979132
St. Louis, MO 63197

When returning interest, the refund should include: an explanation stating that the refund is for interest, the name of the awarding agency (CSD), and the grant number for which the interest was earned.

5.4 Advance Payments – Liquidation of Advance

- 5.4.1 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 Contractor has expended 75 percent of the maximum amount of this Agreement.
- 5.4.2 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.

5.5 Advance Payments – Lien Rights

The State retains lien rights on all funds advanced.

5.6 Payments

- 5.6.1 Upon approval of Contractor deliverables, CSD shall issue payments (as specified by Contractor on the CSD 902.S) to Contractor upon receipt and approval of a certified CSBG CARES Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- 5.6.2 Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding 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.

SUBVENTION AGREEMENT

Agreement of their right to appeal to CSD for a fair hearing within 20 days from the denial of assistance.

- 7.1.2 Within five 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 30 calendar days from the receipt of the request.
- 7.1.3 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 Programmatic Reporting

- 7.3.1 CSD shall issue further guidance on programmatic reporting.
- 7.3.2 *CSBG CARES Local Plan*. Contractor shall submit a local plan in accordance with guidance issued by CSD.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit, and Investigate

- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 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).

SUBVENTION AGREEMENT

8.3 Collection of Disallowed Costs

- 8.3.1 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.
- 8.3.2 *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.
- 8.3.3 *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 Article 8.3.2, 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 this Agreement, for CSD's final determination of disallowed costs.
- 8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.
- 8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Article 8.3.

8.4 Auditing Standards

- 8.4.1 *Applicability.* The standards set forth in 2 CFR § 200.500 et seq. are hereby incorporated by reference.
- 8.4.2 *Supplemental Audit Guide.* In addition to the applicable audit requirements specified in Article 8.4.1, Contractor must follow the most current CSD Supplemental Audit Guide, which is incorporated into this Agreement by reference and may be accessed on the Providers' Website.

8.5 Audit Reports

- 8.5.1 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 - §200.521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards," December 2011 Revision, as amended.

SUBVENTION AGREEMENT

- 8.6.3 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;
- 8.6.4 Wholly or partly suspend (suspension of award activities) or terminate the award;
- 8.6.5 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;
- 8.6.6 Withhold further federal awards for the project or program; and
- 8.6.7 Take other remedies that may be legally available.
- 8.6.8 *Collection of Disallowed Costs.* Contractor shall have no less than 10 working days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.6.9 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Financial Services Unit (FSU) to send an invoice. Contractor will tender payment to FSU or negotiate a repayment plan acceptable to FSU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

- 8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, 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 USC §§ 9901 et seq.), in the Code of Federal Regulations, and in state regulations, with particular reference to 22 Cal. Code Regs. § 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that Article 8.7 shall: (a) guide, inform and clarify the Enforcement Process; (b) establish the procedures to be followed; and (c) 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.
- 8.7.2 *Definitions.*

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

SUBVENTION AGREEMENT

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).

8.7.4.2 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.

8.7.4.3 Sanctions may include but are not limited to: (a) suspension of advances and/or reimbursements; and/or (b) issuance of notices to suspend operations.

8.7.4.4 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 (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.

8.7.5 *Procedures for Review of Special Conditions and/or Sanctions.*

8.7.5.1 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.

8.7.5.2 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.

8.7.5.3 *Informal Meeting.* Within five working 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.

SUBVENTION AGREEMENT

- 8.7.6.5 *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.
- 8.7.6.6 *Right to Dispute Notice.* Not later than five 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 Cal. Code Regs. § 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, in a combined proceeding.
- 8.7.6.7 *Waiver of Right to Dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided in Article 8.7.6.6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.
- 8.7.6.8 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.
- 8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on high-risk designation 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.
- 8.7.8 *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

SUBVENTION AGREEMENT

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.

9.1.1.6 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.

9.2 Affirmative Action Compliance

- 9.2.1 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.
- 9.2.2 The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 601.40, §§ 602.10 through 602.32, §§ 60250.1 through 60250.33, and §§ 60741.4 through 60741.32.
- 9.2.3 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 fully comply with the requirements thereof.

9.3 Nondiscrimination Compliance

- 9.3.1 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.
- 9.3.2 Contractor hereby certifies compliance with the following:
 - 9.3.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
 - 9.3.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq. and 2000e et seq.);
 - 9.3.2.3 Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701 et seq.);
 - 9.3.2.4 Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (41 CFR Parts 60-300);

SUBVENTION AGREEMENT

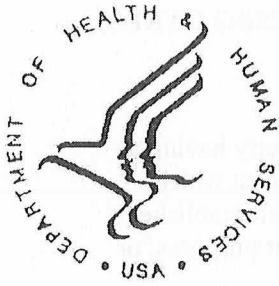
any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached *Certification Regarding Lobbying/Disclosure of Lobbying Activities*, as required by federal law under 45 CFR § 200.450.

9.5 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://sam.gov/SAM/>.

SUBVENTION AGREEMENT

- Equipment: 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.
- Limited Purpose Agency (LPA): A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9910(b)(2).
- Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
- Modification: An immaterial change to this Agreement that does not require an Amendment.
- Native American Indian Program (NAI): A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in 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 USC. § 9910(b).
- Parties: CSD on behalf of the State of California, and the Contractor.
- Program: The Community Services Block Grant (CSBG) Program, 42 U.S.C. §§ 9901 et seq., as amended.
- State: The State of California Department of Community Services and Development.
- Subcontractor: 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.
- 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.



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

PROGRAM: 2020 Community Services Block Grant (CSBG)
Coronavirus Aid, Relief, and Economic Security (CARES)

PERIOD: March 27, 2020 through May 31, 2022

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.

Chair, BOS
Title

BOS / County of Nevada
Agency/Organization

Heidi Hall
Signature

7/28/2020
Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

RESOLUTION APPROVING EXECUTION OF A STANDARD AGREEMENT NUMBER 202-202 WITH THE STATE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) FOR FUNDING OF 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDED BY THE COVID-19 ACT AND AUTHORIZING THE HEALTH AND HUMAN SERVICES AGENCY DIRECTOR TO SIGN ANY REQUIRED DOCUMENTS ASSOCIATED WITH CSBG PARTICIPATIONS OF AVAILABLE OF CSBG FUNDS UP TO THE MAXIMUM AMOUNT OF \$279,283 FOR THE TERM OF MARCH 27, 2020 THROUGH MAY 31, 2022 AND AUTHORIZING AND DIRECTING THE ATTORNEY-CONTROLLER TO AMEND THE HEALTH AND HUMAN SERVICES AGENCY HOUSING AND COMMUNITY SERVICES DIVISION'S BUDGET FOR FISCAL YEAR 2020 (AS APPROPRIATE VOTE REQUIRED)

WHEREAS, the State Department of Community Services and Development (CSD) has provided an allocation of CSBG funding to provide assistance to low income individuals and families impacted by the COVID-19 pandemic; and

WHEREAS, the County is eligible to receive CARES funding from the State Department of Community Services and Development (CSD) through a Community Services Block Grant (CSBG) in the maximum amount of \$279,283 for the term of March 27, 2020 through May 31, 2022, through Agreement Number 202-202; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, the Agreement 202-202 by and between the County and the State Department of Community Services and Development (CSD), pertaining to awarding the County of Nevada CSBG funds in the amount of \$279,283, for the term of March 27, 2020 through May 31, 2022 to support services to improve the conditions of low-income individuals and families impacted by the COVID-19 pandemic, be and hereby is approved in and to the County of Nevada; and that the Chair of the Board of Supervisors be and is authorized to execute the Agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that Ryan Giroux, Health and Human Services Agency Director, is authorized to sign any required documents associated with CSBG participations in the amount of \$279,283 for the term of March 27, 2020 through May 31, 2022.

RECEIVED
CONTRACT SERVICES UNIT



RECEIVED
CONTRACT SERVICES UNIT

2020 AUG -5 AM 11:58

2020 AUG 5 AM 11:58
20-331

RESOLUTION No. _____

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A STANDARD AGREEMENT NUMBER 20F-3668 WITH THE STATE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) FOR FUNDING OF 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDED BY THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT AND AUTHORIZING THE HEALTH AND HUMAN SERVICES AGENCY DIRECTOR TO SIGN ANY REQUIRED DOCUMENTS ASSOCIATED WITH CSD NOTIFICATIONS OF AVAILABILITY OF CSBG FUNDS UP TO THE MAXIMUM AMOUNT OF \$379,283 FOR THE TERM OF MARCH 27, 2020 THROUGH MAY 31, 2022 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE HEALTH AND HUMAN SERVICES AGENCY HOUSING AND COMMUNITY SERVICES DIVISION'S BUDGET FOR FISCAL YEAR 2019/20 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Federal legislation was passed known as the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide financial assistance due to the COVID-19 pandemic; and

WHEREAS, the State Department of Community Services and Development (CSD) received an allocation of CARES funding to provide assistance to low income individuals and families impacted by the COVID-19 pandemic; and

WHEREAS, the County is eligible to receive CARES funding from the State Department of Community Services and Development (CSD) through a Community Services Block Grant (CSBG), in the maximum amount of \$379,283 for the term of March 27, 2020, through May 31, 2022, through Agreement Number 20F-3668; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Agreement 20F-3668 by and between the County and the State Department of Community Services and Development (CSD) pertaining to awarding the County of Nevada CARES CSBG funds, in the amount of \$379,283, for the term of March 27 2020 through May 31, 2022 to support services to improve the conditions of low-income residents directly impacted by the COVID-19 pandemic, be and hereby is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that Ryan Gruver, Health and Human Services Agency Director, is authorized to sign any required documents associated with CSD notifications to allow for receipt of CSBG funds up to the maximum amount of \$379,283 for the term of March 27, 2020, through May 31, 2022.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Health and Human Services Agency Housing and Community Services Division's Budget for Fiscal Year 2019/20 as follows:

Fiscal Year 2019/20

Revenue:	1589-50601-451-2001 / 446690	\$379,283
Expenditure:	1589-50601-451-2001 / 521520	\$ 7,000
	1589-50601-451-2001 / 521525	\$220,000
	1589-50601-451-2001 / 538014	\$152,283

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of July, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.
 Noes: None.
 Absent: None.
 Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
 Clerk of the Board of Supervisors

By: Julie Patterson Hunter

Heidi Hall

The foregoing instrument is a correct copy of the original on file in this office.

7/28/2020 cc: Housing (2)
 AC* (Hold)

ATTEST: July 29, 2020
Julie Patterson Hunter, Clerk of the Board
County of Nevada
 BY: BP Hunter

**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

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), complete a separate form for each program .

AGENCY/SUB-AWARDEE INFORMATION

Agency Name				
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>)	20F-3668			
Contract Period(s) (<i>mm/dd/yy - mm/dd/yy</i>)	3/27/2020 - 5/31/2022			
Agency Unique Identifier (DUNS Number)	10979029			
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	James Kraywinkel		
	Title	Accountant		
	E-mail:	James.Kraywinkel@co.nevada.ca.us		
	Phone:	530-470-2415		
Location of Agency	Mailing Address:	950 Maidu Ave, Nevada City		
	State:	California		
	Zip + 4 digits (+4 digit is required)	95959		
	U.S. Congressional District:	District 4		
	State Assembly District:	District 1		
	State Senate District:	District 1		

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street Address:	
	State:	
	Zip + 4 digits (+4 digit is required)	
	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 checked="" 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 <ul style="list-style-type: none"> ▪ 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	

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf> criteria.

Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/iUpdate/companylookup.htm
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/