



RESOLUTION No. 20-194

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL STANDARD AGREEMENT NUMBER 20F-3029 WITH THE STATE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) FOR FUNDING OF 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAMS TO: 1) INCREASE THE MAXIMUM AMOUNT PAYABLE FROM \$271,287 TO \$308,870 (AN INCREASE OF \$37,583); 2) REPLACE ARTICLE 7, CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING, IN ITS ENTIRETY; 3) EXTEND THE TERMINATION DATE FROM DECEMBER 31, 2020 TO MAY 31, 2021 (RES. 20-011)

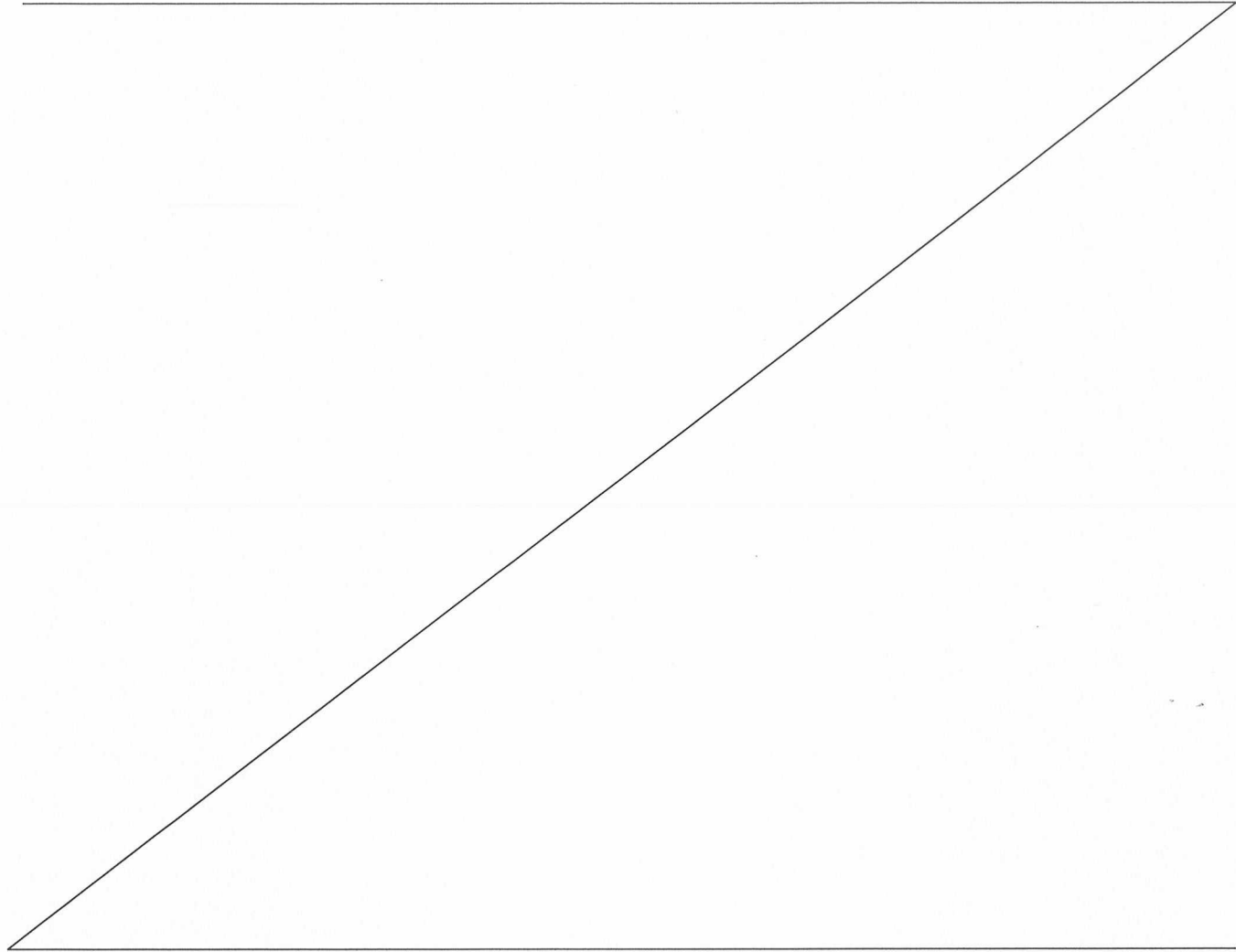
WHEREAS, per Resolution 19-381, the Board approved the 2020/21 Nevada County Community Action Plan (CAP), which established a list of priorities for addressing and expending available CSBG funds to meet the needs of low-income residents; and

WHEREAS, per Resolution 20-011, the Board of Supervisors approved the Standard Agreement 20F-3029 to receive funding from the State Department of Community Services and Development's (CSD) Community Services Block Grant (CSBG), in the maximum amount of \$271,287 for the term of January 1, 2020, through December 31, 2020; and

WHEREAS, the County is in receipt of Amendment No. 01 to the Agreement which modifies Article 7 of the original Agreement, extends the term and increases maximum award amount to \$308,870.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No.1 to Agreement 20F-3029 by and between the County and the State Department of Community Services and Development (CSD) increasing the maximum amount payable from \$271,287 to \$308,870 (an increase of \$37,583), replacing Article 7, CSBG Terms, Conditions, Programmatic Provisions, and Reporting, in its entirety and extending the term of December 31, 2020 through May 31, 2021, 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 Amendment on behalf of the County of Nevada.

Funds to be deposited into 1589-50601-451-2000/446690



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of June, 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

6/9/2020 cc: CSS*
CADCS (3)
AC* (Hold)

7/29/2020 cc: CSS*
AC* (Release)

2020 JUN 17 PM 3:25

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT
STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER 20F-3029	AMENDMENT NUMBER 1	PURCHASING AUTHORITY NUMBER (if applicable)
-------------------------------------	------------------------------	---

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

STATE 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 : **January 1, 2020 through May 31, 2021**
3. The maximum amount of this Agreement is: **Total \$308,870.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. The maximum amount of this Agreement payable to Contractor by the State has changed from \$271,287.00 to \$308,870.00, reflecting an increase of \$37,583.00.
 - B. The term of this Agreement has changed from January 1, 2020 through December 31, 2020 to the term end date listed in section 2, "The term of this agreement is:"
 - C. Article 7 is deleted in its entirety and replaced with the attached Article 7.

All other terms and conditions shall remain the same.

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

All other terms and conditions shall remain the same.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
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, BOS	
CONTRACTOR AUTHORIZED SIGNATURE Heidi Hall		DATE SIGNED 6/9/2020	
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Community Services and Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE ZIP CA 95833
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer	
CONTRACTING AGENCY AUTHORIZED SIGNATURE [Signature]		DATE SIGNED 6-23-2020	
<input type="checkbox"/> Exempt per _____			

RECEIVED
 CONTRACT SERVICE UNIT
 2020 JUN 17 PM 3:25

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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, BOS	
CONTRACTOR AUTHORIZED SIGNATURE Heidi Hall		DATE SIGNED 6/9/2020	
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Community Services and Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE ZIP CA 95833
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer	
CONTRACTING AGENCY AUTHORIZED SIGNATURE CV		DATE SIGNED 6-23-2020	
		<input type="checkbox"/> Exempt per _____	



DAVID SCRIBNER
ACTING DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to notify you that the Department of Community Services and Development (CSD) has received California's final Community Services Block Grant (CSBG) Notice of Grant Award from the U.S. Department of Health and Human Services Office of Grants Management. The contract amendment for the term of January 1, 2020 through May 31, 2021, releases the final allocation for the 2020 CSBG award. The final grant award for the 2020 program year is \$65,078,157 – an increase of \$1.3 million from the 2019 CSBG allocation.

Agencies are authorized to expend 100 percent of the total contract amount identified in the 2020 CSBG Allocation Spreadsheet, under the column labeled "Total 2020 Contract". As displayed on the allocation spreadsheet, the total contract amount includes discretionary and disaster set-aside funds. Each agency will receive \$32,000 that can be used to target needs within the community and/or to increase agency capacity. However, the discretionary funds must be tracked separately and will require a separate budget and work plan.

Due to the CSBG contract amount increase, agencies must submit a revised 425 CSBG Budget Series, reflecting the amount identified on the 2020 CSBG Allocation Spreadsheet under the column labeled "Project Budgets – CAA". Agencies will also be required to submit the 627 CSBG Discretionary Budget Series and 626 Discretionary Workplan for discretionary funding in the amount of \$32,000. The budget and work plan forms for both funding streams may be accessed through the CSD Provider Website, located under the "Forms" tab after selecting "CSBG". Please refer to the contract checklist, which itemizes the contract deliverables that must be returned.

Upon receipt and approval of all contract deliverables, agencies will receive an automatic advance for the CSBG and discretionary funding. Please refer to the allocation spreadsheet which details the amount of the advance.

CSD is also pleased to announce that contract amendments will be executed electronically via DocuSign. For your reference, DocuSign information is provided with instructions to add applicable agency staff that are authorized to execute contracts.

If you have any questions, please contact your assigned field representative.

2020 CSBG Contract Amendment Checklist

General Comments and Requirements:

If any corrections are necessary to this Contract Amendment, please immediately contact your Field Representative for assistance. Contractor will utilize DocuSign to sign this Contract Amendment (Please see the attached instructions to initialize DocuSign with CSD).

Contract Amendment Packet:

The following completed documents/forms must be returned to CSD in the Contract Amendment packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:

- Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)
- Updated organizational bylaws. (Not applicable if no changes have occurred in the past calendar year.)

Please return contract amendment packet to:

Contract Services Unit
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833-4246

Contract Amendment Deliverables:

The following Contract Amendment deliverables (as applicable) must be submitted with your executed contract amendment. Please email contract amendment deliverables to your assigned field representative.

- Completed 425 Budget Series Forms, ensuring all numbers match the Allocation Spreadsheet posted to the Providers' Website.
 - CSBG Contract Budget Summary (CSD 425.S)
 - CSBG Budget Support Personnel Costs (CSD 425.1.1)
 - CSBG Budget Support Non-Personnel Costs (CSD 425.1.2)
 - CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3)
 - CSBG Contract Budget Narrative (CSD 425.1.4)
 - CSBG Annual Work Plan (CSD 641)
- Completed 627 Discretionary Contract Budget Series Forms, ensuring all numbers match the Allocation Spreadsheet posted to the Providers' Website.
 - CSBG Discretionary Contract Budget Summary (CSD 627);
 - CSBG Discretionary Budget Support Personnel Cost (CSD 627A);

NATIVE AMERICAN INDIANS

Agency	Contract Number	First Release (8/13/19)	Second Release (4/21/20)*	NAI 25% Advance (Automatic)	NAI-DISC 25% Advance (Automatic)	PROJECT BUDGETS		
						NAI	NAI - Discretionary	Total 2020 Contract
Karuk Tribe of California (Core Funding)	20F-3101	42,000	0	0	0	42,000	0	42,000
Karuk Tribe of California	20F-3102	79,497	33,791	0	8,000	81,288	32,000	113,288
NCIDC, Inc. (Core Funding)	20F-3103	122,000	0	30,500	0	122,000	0	122,000
NCIDC, Inc./LIFE (Core Funding)	<i>(Included with NCIDC below)</i>							
NCIDC, Inc.	20F-3104	1,958,897	74,820	508,429	8,000	2,001,717	32,000	2,033,717
Co of LA Workforce Dev, Aging & Com Srvc	20F-3105	284,472	38,571	80,761	8,000	291,043	32,000	323,043
TOTAL		2,486,866	147,182	619,690	24,000	2,538,048	96,000	2,634,048

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	First Release (8/13/19)	Second Release (4/21/20)*	MSFW 25% Advance (Automatic)	MSFW-DISC 25% Advance (Automatic)	PROJECT BUDGETS		
						MSFW	MSFW - Discretionary	Total 2020 Contract
California Human Development Corporation	20F-3201	1,466,613	62,185	382,200	8,000	1,496,798	32,000	1,528,798
Proteus, Inc.	20F-3202	2,359,335	80,557	609,973	8,000	2,407,892	32,000	2,439,892
Central Valley Opportunity Center, Inc.	20F-3203	573,892	11,811	146,426	0	585,703	0	585,703
Center for Employment Training	20F-3204	1,976,739	72,684	512,356	8,000	2,017,423	32,000	2,049,423
TOTAL		6,376,579	227,237	1,650,955	24,000	6,507,816	96,000	6,603,816

**LIMITED PURPOSE AGENCIES
 (DISCRETIONARY FUNDS)**

Agency	Contract Number	First Release (8/13/19)	Second Release (4/21/20)*	25% Advance (Automatic)	PROJECT BUDGETS		
					DISC	N/A	Total 2020 Contract
Community Design Center	20F-3301	173,504	1,034	43,635	174,538	0	174,538
Del Norte Senior Center, Inc.	20F-3302	139,842	1,034	35,219	140,876	0	140,876
Rural Community Assistance Corporation	20F-3303	188,295	1,034	47,332	189,329	0	189,329
TOTAL		501,641	3,102	126,186	504,743	0	504,743

*The Second Release consists of additional funds due to an increase in the CSBG award and discretionary funds to enhance or expend direct services, agency capacity, or disaster related services.

State of California
 Department of Community Services and Development
 2020 CSBG Allocation
 CAAs

Attachment A

County	Agency	Contract Number	First Release (8/13/19)	Second Release (4/21/20)*	CAA 25% Advance (Automatic)	CAA-DISC 25% Advance (Automatic)	PROJECT BUDGETS		
							CAA	CAA - Discretionary	Total 2020 Contract
San Francisco	Urban Services YMCA	20F-3037	855,136	49,600	218,184	8,000	872,736	32,000	904,736
San Joaquin	San Joaquin County Dept. of Aging & Community Services	20F-3038	975,038	52,067	0	0	995,105	32,000	1,027,105
San Luis Obispo	CAP of San Luis Obispo County, Inc.	20F-3039	297,524	38,123	0	0	303,647	32,000	335,647
San Mateo	San Mateo County Human Services Agency	20F-3040	453,450	41,332	0	0	462,782	32,000	494,782
Santa Barbara	Community Action Commission of Santa Barbara County	20F-3041	529,942	42,907	135,212	8,000	540,849	32,000	572,849
Santa Clara	Sacred Heart Community Service	20F-3042	1,415,828	61,139	361,242	8,000	1,444,967	32,000	1,476,967
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	20F-3043	290,213	37,973	74,047	8,000	296,186	32,000	328,186
Shasta	Shasta County Community Action Agency	20F-3044	299,498	38,164	76,416	8,000	305,662	32,000	337,662
Sierra	SEE LASSEN COUNTY								
Siskiyou	SEE MODOC COUNTY								
Solano	Community Action Partnership of Solano, JPA	20F-3045	384,710	39,918	98,157	8,000	392,628	32,000	424,628
Sonoma	Community Action Partnership of Sonoma County	20F-3046	448,690	41,235	114,481	8,000	457,925	32,000	489,925
Stanislaus	Central Valley Opportunity Center, Inc.	20F-3047	765,988	47,765	195,438	8,000	781,753	32,000	813,753
Sutter	Sutter County Community Action Agency	20F-3048	269,159	37,540	68,675	8,000	274,699	32,000	306,699
Tehama	Tehama County Community Action Agency	20F-3049	285,566	37,877	72,861	8,000	291,443	32,000	323,443
Trinity	SEE GLENN COUNTY								
Tulare	Community Services & Employment Training, Inc.	20F-3050	898,711	50,496	229,302	8,000	917,207	32,000	949,207
Tuolumne	SEE AMADOR COUNTY								
Ventura	Community Action of Ventura County, Inc.	20F-3051	682,002	46,036	174,010	8,000	696,038	32,000	728,038
Yolo	County of Yolo Health and Human Services Agency	20F-3052	294,566	38,062	75,157	8,000	300,628	32,000	332,628
Yuba	Yuba County Community Services Commission	20F-3053	272,539	37,609	69,537	8,000	278,148	32,000	310,148
TOTAL, all counties			48,525,767	2,938,836	11,799,236	368,000	49,800,603	1,664,000	51,464,603

*The Second Release consists of additional funds due to an increase in the CSBG award and discretionary funds to enhance or expend direct services, agency capacity, or disaster related services.

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SUBVENTION AGREEMENT

PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2020 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD") and the contractor named on the face sheet of this Agreement, Form STD 213 ("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 1 – SCOPE OF WORK

1.1 General

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 to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Sections 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Sections 12085 et seq., as amended. Unless otherwise specified in the Contractor's Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes. 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 (HHS).

1.2 Agreement Term

1.2.1 The term of this Agreement shall be as specified on the Agreement face sheet (STD 213).

1.3 Agreement Amount

The maximum amount of this Agreement shall be as specified on the face sheet (STD 213) and is subject to adjustment(s), in accordance with the following terms:

- 1.3.1 The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant award.
- 1.3.2 Upon notification of the full federal fiscal year grant award amount from the HHS, CSD shall, if necessary, issue an amendment to this Agreement to increase or decrease the maximum amount.
- 1.3.3 If the full amount of the HHS CSBG grant award to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure and shall advance funds in accordance

SUBVENTION AGREEMENT

04/2017". The provisions in their entirety, can be reviewed and downloaded at the Department of General Services website at <https://www.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 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;

1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;

1.5.3.4 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;

1.5.3.5 That the parties' failure or inability to execute a mutually acceptable amendment 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;

1.5.3.6 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

SUBVENTION AGREEMENT

2.1.2.6 CSBG Annual Report Work Plan (CSD 641)

2.1.2.7 Agency Staff and Board Roster (CSD 188);

2.1.2.8 Board Meeting Schedule; and

2.1.2.9 Updated Organizational Bylaws (if applicable).

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 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 Provider 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 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.

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

2.2.1 Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in Article 1.5.3, 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:

2.2.1.1 Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested.

2.2.1.2 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.

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 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.

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

- 4.1.1 Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at CSBG.Div@csd.ca.gov and the Contractor's assigned Field Representative the following:
- 4.1.1.1 Unless otherwise specified in 4.1.1.3 and 4.1.1.4 below, Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) of the tripartite board including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member including an address at a location other than the office of the eligible entity, vacancy title, date each board seat was vacated. Contractor is responsible to notify CSD of any changes to the tripartite board within 30 days of such occurrence.
 - 4.1.1.2 Contractor must provide updated organizational bylaws if any changes occurred within the past calendar year.
 - 4.1.1.3 In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to ensure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. NAI Contractor is responsible to notify CSD of any changes to its governing body within 30 days of such occurrence.
 - 4.1.1.4 In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. LPA Contractor is responsible to notify CSD of any changes to its board within 30 days of such occurrence.
- 4.1.2 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.
- 4.1.3 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

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4.3.6 Effective internal review.

4.4 Record Retention Requirements

4.4.1 All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.361 through § 75.370).

4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.

4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

4.5 Insurance Requirements

4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies and bond shall be in effect at all times during the term of this Agreement.

4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

4.5.3 Notices of Insurance must be submitted to the following addresses:

Electronic copies: Contracts2@csd.ca.gov

Printed copies: California Department of Community Services and Development
Contract Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

4.5.4 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 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. New Certificates of Insurance will be reviewed for content and form by CSD.

4.5.5 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.

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compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

4.6.3 *Commercial or Government Crime Coverage (Fidelity Bond).*

4.6.3.1 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.

4.6.3.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4 percent of the total amount of consideration set forth under this Agreement.

4.6.3.3 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.

4.6.4 *General Liability Insurance.*

4.6.4.1 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.

4.6.4.2 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.

4.6.5 *Vehicle Insurance.*

4.6.5.1 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.

4.6.5.2 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 place of business is not within the scope of employment.

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4.10 Contractor Systems Security

4.10.1 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.

4.10.2 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.

4.10.3 Both CSD and Contractor shall maintain security patches and anti-virus software updates.

4.11 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 federal Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905) and the Unauthorized Access Act (18 USC § 2701). 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.

4.12 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.

4.13 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.

4.14 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 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.

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shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

- 4.17.2 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.

4.18 Fraud, Waste, and Abuse

- 4.18.1 Contractor shall make a 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.

- 4.18.2 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 (HHS) Office of Inspector General Fraud hotline.

4.19 Procurement Standards

- 4.19.1 *Maintenance of Written Procurement Procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing the CSBG program pertaining to procurement, including the Code of Federal Regulations Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general CFR compliance requirement in Article 1 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, 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.
- 4.19.2 *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.

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- 4.20.1.1 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.
- 4.20.1.2 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.
- 4.20.1.3 Any user fees shall be treated as “program income” to the CSBG program, as described in 45 CFR § 75.307.
- 4.20.1.4 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 program. 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).
- 4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 (d)), including, but not limited to: (a) property records; (b) physical inventory of the property; (c) a control system to prevent loss, damage, or theft; (d) adequate maintenance procedures; and (e) proper sale procedures.
- 4.20.3 *Sale or Disposition of CSBG-Funded Vehicles and Equipment.*
- 4.20.3.1 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).
- 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.

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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 Part 75, Subpart E – Cost Principles, 45 CFR 75.400 et seq.).

- 4.21.3 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).
- 4.21.4 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.
- 4.21.5 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 working days of receipt of notice of such action.

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

- 5.1.1 Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non-Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: (a) completing the attached form (CSD 425.1.3); or (b) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.

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5.2 Advance Payments – Amount

- 5.2.1 Upon approval of all contract deliverables, CSD shall, in accordance with Cal. Gov. Code § 12781(b), issue an advance payment to Contractor in an amount not to exceed 25 percent of the maximum amount of this agreement.
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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 percent of the increase to Contractor.
- 5.2.5 Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the contract.

5.3 Advance Payments – Interest on Advances

- 5.3.1 Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR § 75.305(b)(8), unless one or more of the following apply:
 - 5.3.1.1 Contractor receives less than \$120,000 in Federal awards per year.
 - 5.3.1.2 The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on CSBG cash balances.
 - 5.3.1.3 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.
 - 5.3.1.4 Interest earned amounts up to \$500 may be retained by Contractor for administrative expenses. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to HHS the U.S. Department of Health and Human Services at:

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

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6.1.1 Contractor shall request reimbursement for expenditures associated with all contract activities by reporting in the Expenditure Activity Reporting System (EARS) in accordance with CPN-C-19-001. CSBG Financial Reporting Policies and Procedures, which is available online at the Provider Website: <http://providers.csd.ca.gov/>.

6.1.2 Contractor shall submit adjustments in accordance with CPN-C-19-001.

6.2 Close-Out Report

Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended or no later than 30 calendar days after the expiration date of this Agreement. The close out report must be submitted for both the CSBG and Discretionary portions of the contract amount.

6.2.1 The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest versions of the close-out forms are available on the Provider Website.

6.2.2 All close-out forms must be submitted electronically via email to CSBG.Div@csd.ca.gov.

6.2.3 Final expenditures must be submitted by entry into EARS.

6.2.4 All adjustments must be submitted in accordance with CPN-C-19-001.

6.2.5 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.

6.2.6 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, 2021.

6.3 Transparency Act Reporting

6.3.1 In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that: (a) are not required by the IRS to annually file a Form 990 federal return; (b) receive at least 80 percent of their annual gross revenues from federal sources (excluding any ARRA funds); and (c) 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 highly compensated officials/employees. The list shall be provided with the

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- 7.2.1 Pursuant to 22 Cal. Code Regs. § 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 20 days from the denial of assistance.
- 7.2.2 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.
- 7.2.3 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.

7.3 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, each Contractor shall submit the Organizational Standards annually utilizing the eGov ReportHub system no later than August 31st. Contractor shall have until January 31, 2021 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2020 Organizational Standards Assessment.

7.4 Programmatic Reporting

- 7.4.1 *Submission of Required Plans/Reports.* Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to CSBG.Div@csd.ca.gov, no later than the date specified.
- 7.4.2 *Community Action Plan.* Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD.
- 7.4.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2020, through December 31, 2020. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets in the eGov System as part of the contract deliverables. As applicable, the Contractor must complete the Community Initiative Status Form in Module 3, Initiative List, Section A and Section B Targets CNPI. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Sections A Targets FNPI. As applicable, Modules 2 through 4 and Agency Success Stories must be completed and submitted in the eGov Reporting system no later than February 1, 2021. Access to the eGov system is <https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn>.

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allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.

- 8.2.2 As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:
- 8.2.2.1 Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.2, applicable to CSBG-funded programs; and
 - 8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.
- 8.2.3. 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 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.
- 8.2.4 Except under certain conditions whereby advanced notice may not be feasible such as, a whistleblower or other investigation, CSD shall provide Contractor reasonable advance written notice of on-site audit of Contractor's program or fiscal performance. Contractor shall cooperate with CSD audits 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.
- 8.2.5 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. All noncompliance findings must be resolved by the mutually agreed upon corrective action timeframe.

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

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expenditures for the audit period; and (b) a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

8.5.4 *Submission of Audit Reports.* Contractor shall submit to CSD 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.

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

One Electronic copy:

audits@csd.ca.gov

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within five to ten days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

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

8.6 Failure to Comply with Audit Requirements

8.6.1 In the event that Contractor fails to comply with the audit requirements under this Article, CSD, as appropriate in the circumstances, may take one or more of the following actions, provided in 45 CFR § 75.371 - § 75.37580 "Remedies for Noncompliance":

8.6.2 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;

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;

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actions deemed necessary to safeguard public funds.

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.

8.7.3 *Initiation of Enforcement Action.*

8.7.3.1 *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.

8.7.3.2 *Notice of High-Risk Designation.* To initiate an Enforcement Action, CSD must provide Contractor with written Notice of High Risk designation, setting forth: (a) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; (b) the corrective action(s) required; and (c) the date by which they must be taken and completed.

8.7.4 *Special Conditions and Sanctions.*

8.7.4.1 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).

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initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

8.7.5.6 Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that Article 8.7.5.3 applies.

8.7.6 *Enforcement Action Cost Disallowance.*

8.7.6.1 *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.

8.7.6.2 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.

8.7.6.3 *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.

8.7.6.4 *Effect of Non-Cooperation with Investigative Audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to Article 8.7.6.3, CSD may: (a) impose sanctions as provided in article 8.7.4.; and/or (b) issue a Notice of Disallowed Costs as determined appropriate.

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.

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disallowance, a 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 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters

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

9.1.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.1.1.2 Have not, within a three-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 (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.

9.1.1.3 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 Article 9.1.1.2 of this certification.

9.1.1.4 Have not, within a three-year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

9.1.1.5 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.

SUBVENTION AGREEMENT

- 9.4.1 *Pro-Children Act of 1994.* 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). 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.
- 9.4.2 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.
- 9.4.3 *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.
- 9.4.4 *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.
- 9.4.5 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. 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.
- 9.4.6 *Lobbying Activities.* 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. 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 HHS under 45 CFR Part 93.

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

SUBVENTION AGREEMENT

DEFINITIONS

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 USC § 9902; Cal. Gov. Code § 12730; 45 CFR Part 75 and 22 Cal. Code Regs. § 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.
- CSD: The State of California Department of Community Services and Development.

SUBVENTION AGREEMENT

TABLE OF FORMS AND ATTACHMENTS

Forms (to be returned with signed Agreement):

A. CSBG Contract Allocation Increase:

1. CSBG Contract Budget Summary (CSD 425.S);
2. CSBG Budget Support Personnel Costs (CSD 425.1.1);
3. CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
4. CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
5. CSBG Contract Budget Narrative (CSD 425.1.4); and
6. CSBG Annual Report Work Plan (CSD 641).

B. CSBG Discretionary Funds:

1. CSBG Discretionary Contract Budget Summary (CSD 627);
2. CSBG Discretionary Budget Support Personnel Cost (CSD 627A);
3. CSBG Discretionary Budget Support Non-Personnel Cost (CSD 627B);
4. CSBG Discretionary Contract Budget Narrative (CSD 627C); and
5. CSBG Annual Report Work Plan (CSD 626).

C. CSBG Annual Work Plan Modules 3 and 4

Annual programmatic work plan covers the programmatic activities from January 1, 2020 through December 31, 2020. Contractor must complete and submit the CSBG Annual Work Plan in the eGov Report Hub database system as part of the contract deliverables. As applicable, the Contractor must complete the Community Initiative Status Form in Module 3, Section A. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Section A. As applicable, Modules 3 and 4 must be completed and submitted in the eGov Reporting system. To access the eGov system click on the following link [eGovReportHub](https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn)
<https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn>

D. Certification Regarding Lobbying/Disclosure of Lobbying Activities

E. California Contractor Certification Clauses (CCC 04/2017)



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant

PERIOD: January 1, 2020 through May 31, 2021

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
Title

Board of Supervisors
Agency/Organization

Heidi Hall
Signature

6/9/2020
Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1
TO THE RENEWAL STANDARD AGREEMENT NUMBER 2019-2020
WITH THE STATE DEPARTMENT OF COMMUNITY SERVICES
AND DEVELOPMENT (CSD) FOR FUNDING OF 2020
COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAMS
TO FINANCE THE MAXIMUM AMOUNT PAYABLE FROM
2021 TO 2022 (AN INCREASE OF \$2,500,000) REPLACE
ARTICLE 7, CSBG TERMS, CONDITIONS PROGRAMMATIC
PROVISIONS AND REPORTING BY ITS ENTIRETY, BY EXTENSION
THE TERMINATION DATE FROM ONE YEAR TO MAY 31, 2021 (RES. 20-011)

WHEREAS, per Resolution 19-041, the Board approved the 2020-21 Nevada County
Community Action Plan (CAP) which established a list of priorities for addressing and
expanding available CSBG funds to meet the needs of low-income residents, and

WHEREAS, per Resolution 20-011, the Board of Supervisors approved the Standard
Agreement 2019-2020 for funding from the State Department of Community Services and
Development (CSD) Community Services Block Grant (CSBG) in the maximum amount of
\$27,500,000 for the term of January 1, 2020, through December 31, 2020, and

WHEREAS, the County is in receipt of Amendment No. 01 to the Agreement which
increases Article 7 of the original Agreement, extends the term and increases maximum award
amount to \$29,000,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF SUPERVISORS OF THE
County of Nevada, State of California, that Amendment No. 1 to Agreement 2019-2020 for
between the County and the State Department of Community Services and Development (CSD)
increasing the maximum amount payable from \$27,500,000 to \$29,000,000 (an increase of \$1,500,000)
including Article 7, CSBG Terms, Conditions Programmatic Provisions and Reporting, in its
entirety and extending the term of December 31, 2020 through May 31, 2021, be and hereby is
approved to substantially the term attached hereto and that the Clerk of the Board of Supervisors
be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be deposited into 1569-10001-421-2000446660

RECEIVED
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2020 JUN 17 PM 3:25



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2020 JUN 17 PM 3:25

RESOLUTION No. 20-194

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL STANDARD AGREEMENT NUMBER 20F-3029 WITH THE STATE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) FOR FUNDING OF 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAMS TO: 1) INCREASE THE MAXIMUM AMOUNT PAYABLE FROM \$271,287 TO \$308,870 (AN INCREASE OF \$37,583); 2) REPLACE ARTICLE 7, CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING, IN ITS ENTIRETY; 3) EXTEND THE TERMINATION DATE FROM DECEMBER 31, 2020 TO MAY 31, 2021 (RES. 20-011)

WHEREAS, per Resolution 19-381, the Board approved the 2020/21 Nevada County Community Action Plan (CAP), which established a list of priorities for addressing and expending available CSBG funds to meet the needs of low-income residents; and

WHEREAS, per Resolution 20-011, the Board of Supervisors approved the Standard Agreement 20F-3029 to receive funding from the State Department of Community Services and Development's (CSD) Community Services Block Grant (CSBG), in the maximum amount of \$271,287 for the term of January 1, 2020, through December 31, 2020; and

WHEREAS, the County is in receipt of Amendment No. 01 to the Agreement which modifies Article 7 of the original Agreement, extends the term and increases maximum award amount to \$308,870.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No.1 to Agreement 20F-3029 by and between the County and the State Department of Community Services and Development (CSD) increasing the maximum amount payable from \$271,287 to \$308,870 (an increase of \$37,583), replacing Article 7, CSBG Terms, Conditions, Programmatic Provisions, and Reporting, in its entirety and extending the term of December 31, 2020 through May 31, 2021, 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 Amendment on behalf of the County of Nevada.

Funds to be deposited into 1589-50601-451-2000/446690

RECEIVED
CONTRACT SERVICE UNIT
2020 JUN 17 PM 3:25

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of June, 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
Heidi Hall, Chair

6/9/2020 cc:

CSS*
CADCS (3)
AC* (Hold)

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

RES 20-194
ATTEST: 6/10/2020
Julie Patterson Hunter, Clerk of the Board
County of Nevada
BY: Julie Patterson Hunter