

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of June, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

6/26/2018 cc: HHSA*
AC* (Hold)

7/11/2018 cc: HHSA*
AC* (Release)
FREED

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

FREED Center for Independent Living (FREED)

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

- (§1) **To assist low income members of Nevada County in obtaining and maintaining affordable and accessible housing through the FREED Housing Coordination (FHC) program.**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$ 72,644
- (§3) **Contract Beginning Date:** 07/01/2018 **Contract Termination Date:** 12/31/2019
- (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

- | | | Req'd | Not Req'd |
|------|--|---------------|---------------|
| (§6) | Commercial General Liability (\$1,000,000) | <u>X</u> | <u> </u> |
| (§7) | Automobile Liability | <u>X</u> | <u> </u> |
| | (\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u> | | |
| | (\$1,000,000) Commercial Policy <u> </u> | | |
| (§8) | Workers' Compensation | <u>X</u> | <u> </u> |
| (§9) | Errors and Omissions (\$1,000,000) | <u> </u> | <u>X</u> |

LICENSES

Designate all required licenses:

- (§14) N/A

NOTICE & IDENTIFICATION

- | | |
|--|-------------------------------------|
| (§33) Contractor: | County of Nevada: |
| FREED Center for Independent Living | 950 Maidu Avenue |
| 2059 Nevada City Highway, Suite 102 | Nevada City, California 95959 |
| Grass Valley, CA 95945 | |
| Contact Person: Ana Acton | Contact Person: Rob Choate |
| Phone: (530) 477-3333 | Phone: (530) 265-1645 |
| E-mail: ana@freed.org | E-mail: rob.choate@co.nevada.ca.us |
| Funding: 1589-50601-451-2018/521525 | CFDA No.: <u>93.569</u> |
| | CFDA Agreement No.: <u>18F-5029</u> |

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.	<u>X</u> Other	<u> </u> LLC	<u>X</u> Non-profit
Partnership:	<u> </u> Calif.	<u> </u> Other	<u> </u> LLP	<u> </u> Limited
Person:	<u> </u> Indiv.	<u> </u> Dba	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u>X</u>	<u> </u>



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail



insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract.



Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said



employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further 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 function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the 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.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non- Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super

Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be

submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Ana Acton
Ana Acton
Executive Director

Dated: 6/14/18

COUNTY OF NEVADA:

Edward Scofield
Edward Scofield
Chair, Board of Supervisors

Dated: 6/25/18

Attest: Julie Patterson-Hunter

Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "A"
SCHEDULE OF SERVICES
FREED CENTER FOR INDEPENDENT LIVING

This Agreement is entered into by and between the County of Nevada, herein referred to as "County", and **FREED Center for Independent Living (FREED)**, herein referred to as "Contractor" to assist low income members of Nevada County in obtaining and maintaining affordable and accessible housing through the ***FREED Housing Coordination (FHC)*** program.

Project Overview:

Fifty-four percent of adults over age 65 live below 200% of federal poverty, and people with disabilities are twice as likely as others to live in poverty. The inability to find or sustain stable housing often places greater financial strains on these individuals and the community. The FREED Housing Coordination program will implement specific housing strategies that allow low income members of the community to access and maintain affordable and accessible housing. FHC will target older adults and people with disabilities within the low income sector of the County to enable them to live independently and reduce costs associated with unnecessary institutionalization, homelessness, and hospitalization. Under this agreement, low income residents with disabilities and older adults will have increased housing stability through skill building and access to affordable accessible housing.

Community Need:

This project will directly address the County's Community Action Plan (CAP) by supporting the Safe and Stable Affordable Housing component of the Community Services Block Grant (CSBG) aligned priorities. This project is intended to provide assistance throughout the County.

Program Description:

- During the term of this contract, Contractor shall provide housing coordination and support services which assist low income clients with locating available housing, eviction prevention and housing education.
- Contractor shall provide clients with one-on-one case management which will assist low income clients in obtaining and maintaining housing.
- Contractor will provide five (5) Tenant and Landlord workshops focusing on tenant rights and responsibilities.
- Contractor will provide eighteen (18) Ready to Rent workshops. These workshops will assist clients with past rental history, credit repair, budgeting, prioritizing housing needs, rental application process and locating housing.
- Contractor will provide six (6) Consumer Financial Protection Bureau Your Money, Your Goals: Financial Empowerment workshops to assist individuals to understand their financial rights and responsibilities related to securing and maintaining safe and affordable housing.
- All workshops will be free of charge to low income members of the community.
- Contractor shall provide limited direct client assistance to low income individuals in order that they may obtain and/or maintain accessible affordable housing.

- Contractor will provide staff trained in Person Centered Counseling (PCC) and certified in Substance Abuse and Mental Health Services Administration's SSI/SSDI Outreach, Access and Recovery (SOAR) to support individuals with skill development and obtaining a stable income.
- Contractor will establish and provide community outreach to ensure the low income residents of Nevada County are afforded the opportunity to participate in the program.
- All clients provided assistance with funding under this agreement must reside in Nevada County and meet CSBG income eligibility.
- Contractor will track the number of individuals utilizing the Contractor's services, the intended benefit sought and client outcomes.
- Contractor will track client information to include: eligibility determinations, demographic information such as age, location and number of family members served as clients, family size, and all other additional items required under CSBG reporting requirements.

Contractor shall provide attached reports (herein Attachment A) to the Health and Human Services Agency Director and Housing Administrative Services Associate (ASA) regarding the collection and tracking of Client Characteristics, National Performance Indicators and Program Accomplishments.

Contractor will provide County with all data, including applicable program outcomes, required to complete the reports along with completed copies of the reports for the duration of this agreement as follows: Annual Client Characteristics and National Performance Indicators by January 10, 2019; Annual Client Characteristics and National Performance Indicators and Program Accomplishments by January 10, 2020.

Contractor shall contact the ASA prior to report submission with questions or concerns about reporting requirements. Contractor shall also cooperate and work with County to provide any other data and/or information needed for any other reports deemed necessary by County.

Contractor will ensure that the program is operated in compliance with all CSBG policy and regulations. Contractor will provide, at a minimum, all clients not receiving public assistance with Child Support Services referral information. This information may be obtained by contacting the Nevada County Department of Child Support Services at 530-265-7097.

Retention:

Contractor shall retain all books and records pertaining to this contract for at least five (5) years from the close out date of County's CSBG contract with the California Department of Community Services and Development (CSD).

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
FREED CENTER FOR INDEPENDENT LIVING

Subject to the satisfactory performance of services required of Contractor pursuant to this Agreement, and the terms and conditions set forth in this Agreement, County shall pay Contractor a maximum amount not to exceed \$72,644 for the entire contract term of July 1, 2018 through December 31, 2019. Of this amount, \$19,634 is allocated for the period of July 1, 2018 through December 31, 2018; \$53,010 is allocated for the period of January 1, 2019 through December 31, 2019. The contract maximum is based on the following project budget:

Project Expenses	Amount Requested
Housing Coordinator salary for direct program activity	\$40,443
SOAR & Person Centered Counselor salary for direct program activity	\$ 6,800
Benefits – Program Staff	\$13,315
Consultants & Professional Fees – Housing Workshops	\$ 4,300
Travel – Outreach activities & Customer Assistance	\$ 500
Curriculum – Ready to Rent	\$ 925
Housing Financial Assistance	\$ 6,000
Outreach Materials	\$ 361
Total	\$72,644

Should modification or changes to budget line items of more than 5% of the total grant amount be needed, a written request for modification shall be submitted for approval to the Health and Human Services Agency Director or to his/her designee. The County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

The contract maximum is contingent and dependent on County receiving anticipated annual CSBG program funding. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by or imposed by county, state or federal governments that may affect the provision, terms or funding of this Agreement in any manner.

All payments shall be made on a reimbursement basis for expenses incurred by Contractor for project expenses. Contractor shall submit monthly invoices to County for actual expenditures incurred during the prior month. Payment shall be made within thirty (30) days of receipt and approval of invoice and any required report needed for that period. County shall retain the final 5 % of the total contract amount to be paid to Contractor upon submission of all grant-required reporting to County as contained in the enclosed Exhibits. All invoices are due to County within 10 days of the above allocated time periods.

Contractor shall submit invoices/ reports to:

Nevada County Health and Human Services Agency
Attn: Fiscal Staff/Admin Staff (CSBG Funding)
950 Maidu Avenue
Nevada City, California 95959

EXHIBIT "E"
(for use with HHSA PSK for CFDA-funded Subrecipients)

Subrecipient Compliance with OMB Uniform Guidance (12/26/13)

1. This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
 - A review of required reports
 - Verification of audits
 - Methodology to address noncompliance
 - Issuance of management decision on audit findings within six (6) months
 - On site reviews
 - Training and technical assistance to Subrecipient



Attachment A

Please use the CSD 295 Client Characteristic Report Instructions and Helpful Hints to complete this form.

1. Contractor Name:		Contract #:	
2. Prepared By (name):		Report Period:	
Phone Number:		Email address:	

Demographic data should be collected on ALL clients receiving services under any program administered by the designated Community Action Agency.

Yellow Highlighted Sections represent demographics collected on INDIVIDUALS			
3. Total unduplicated number of persons about whom one or more characteristics were obtained			
4. Total unduplicated number of persons about whom no characteristics were obtained			
Blue Highlighted Sections represent demographics collected on FAMILIES			
5. Total unduplicated number of families about whom one or more characteristics were obtained			
6. Total unduplicated number of families about whom no characteristics were obtained			
7. Gender		Number of Persons*	
a. Male			
b. Female			
*Total		0	
8. Age		Number of Persons*	
a. 0-5			
b. 6-11			
c. 12-17			
d. 18-23			
e. 24-44			
f. 45-54			
g. 55-69			
h. 70+			
Sum of 7e thru 7h =		0	
*Total		0	
9. Ethnicity/Race			
I. Ethnicity			
1 Hispanic, Latino or Spanish Origin			
2 Not Hispanic, Latino or Spanish Origin			
*Total		0	
II. Race			
a. White			
b. Black or African American			
c. American Indian and Alaskan Native			
d. Asian			
e. Native Hawaiian and Other Pacific Islander			
f. Other			
g. Multi-Race (any 2 or more of the above)			
*Total		0	
10. Education Level of Adults		Number of Persons 24+**	
a. 0-8			
b. 9-12/Non-Graduate			
c. High School Graduate/GED			
d. 12+ Some Post Secondary			
e. 2 or 4 yr. College Graduates			
** Total		0	
11. Other Characteristics		Number of Persons*	
	Yes	No	Total *
a. Health Insurance			0
b. Disabled			0
12. Family Type		Number of Families***	
a. Single Parent/Female			
b. Single Parent/Male			
c. Two-Parent Household			
d. Single Person			
e. Two Adults - No Children			
f. Other			
***Total		0	
* The sum in this category should not exceed the value of Section 3.			
** The sum in this category should not exceed the value of Section 8.e-h.			
*** The sum in this category should not exceed the value of Section 5.			
**** The sum in this category should be greater than or equal to Section 14.a.			
***** Reminder, September 30, 2010 was the cutoff date for reporting CSBG clients served up to 200% of the Federal Poverty Guidelines.			

13. Family Size		Number of Families ***
a. One		
b. Two		
c. Three		
d. Four		
e. Five		
f. Six		
g. Seven		
h. Eight or more		
***Total		0
14. Source of Family Income		Number of Families
a. Unduplicated # of Families Reporting One or More Sources of Income***		
b. Unduplicated # of Families Reporting No Income		
Total UNDUP Families who responded as either having a source of income or having no income ***		0
Record the sources of each family income as reported in 13a above:		
c. TANF		
d. SSI		
e. Social Security		
f. Pension		
g. General Assistance		
h. Unemployment Insurance		
i. Employment + Other Source		
j. Employment only		
k. Other:		
l. ****Total (c. through k.)		0
15. Level of Family Income % of HHS guideline		Number of Families ***
a. Up to 50%		
b. 51% to 75%		
c. 76% to 100%		
d. 101% to 125% *****		
e. 126% to 150% *****		
f. 151% to 175% *****		
g. 176% to 200% *****		
h. 201% and over *****		
***Total		0
16. Housing		Number of Families ***
a. Own		
b. Rent		
c. Homeless		
d. Other: list below what other includes		
***Total		0

[illegible]

CSD 295 INSTRUCTIONS

Purpose: To assist in the completion of the CSD 295—Client Characteristic Report.

- The 295 is designed to collect demographics on all clients served by the agency.
 - ✓ *Non-Profit Agencies: data is to be collected for all clients served by any of the programs administered by the Community Action Agency.*
 - ✓ *Local Government Agencies: data is to be collected for all clients served by the CSBG program. Additionally, client data is to be captured for all clients served by all programs administered external to CSBG.*

Can use Form as Reference:

- This form can be downloaded from the CSD Web Page at www.csd.ca.gov.
- The correct form should have the revision date of 2018.
- Use the form as is – do not recreate or alter the form in any way. Any form that has been altered or recreated will not be accepted.

Completing the CSD 295:

- Use the Tab key to navigate to the next data entry cell, using Shift & Tab will send you to the previous data entry cell.
- Do not use characters such as N/A, if the data is unavailable or not applicable to your agency, leave the cell blank.
- Please note that zeros should not be used to indicate that you do not collect that information, but rather used to indicate the null value (0).

Printing the form for your records:

- When printing the 295 for your records, the form should be already formatted. However some printers, have different defaults that can alter the settings set by CSD. Therefore if you are experiencing the following problems here are some solutions to try:
 - **One or more columns are printing on a separate page:**
 1. Go to view,
 2. Click Page Break Preview. (This will show where the page is breaking with either blue solid lines and/or blue broken lines.)
 3. Click and grab the blue line that is breaking the columns and drag to the last column. (This should reformat the page to one page wide.)
 4. Select print and the problem should be corrected.

Submitting the Data:

- All data must be submitted via new database by February 20, 2018.

CSD 295 –General Hints:

- Make sure to use the correct CSD 295 reporting form. This form has a revision date of 2018.
- The cells that show a red triangle in the right corner are cells that have a comment/reminder to assist in the completion of the form. To see the comment place the mouse in that cell and the message will pop up. Another option is to right click in the cell with a comment and choose *show comment* **and** the comment will appear permanently. To hide the comment, right click in the cell again and choose *hide comment* and it will disappear.
- If any of the TOTAL boxes turn red in any section, then you will need to check the footnotes to verify that the values were entered correctly. The value must be corrected prior to submitting this form to CSD. Below is the list of footnotes that are on the CSD 295 form.
 - ✓ * The sum in this category should not exceed the value of Section 3.
 - ✓ ** The sum in this category should not exceed the value of Section 8e-h.
 - ✓ *** The sum in this category should not exceed the value of Section 5.
 - ✓ **** The sum in this category should be greater than or equal to Section 14.a.
 - ✓ ***** Reminder, September 30, 2010 was the cutoff date for reporting CSBG clients served up to 200% of the Federal Poverty Guidelines.

Sections 3, 4 and 7-11 collect INDIVIDUAL demographic data.

Sections 5, 6 and 12-17 collect FAMILY demographic data.

Both Individual AND Family demographic data should be collected on all clients.

1 client = 1 individual and 1 family.

4 clients from same family = 4 individuals and 1 family.

"Family" is self-defined by the client(s) being served.

Section 1:

- Enter contractor name,

Section 2:

- Enter preparer's name, phone number, contract number, reporting period, and email address.

Sections 3, 4 and 7 – 11 Collects Demographics on INDIVIDUALS

Section 3 - Total unduplicated number of persons about whom one or more characteristics were obtained:

- To the extent possible, agencies should attempt to report unduplicated counts.
- To obtain unduplicated counts, an agency will need to have a system to distinguish each individual so the number of services the individual is provided can be assigned to that individual.
 - ✓ For example: if a person enters an agency and receives seven different services, an unduplicated count would record one person, not seven services.

Section 4 - Total unduplicated number of persons about whom no characteristics were obtained:

- Enter the total number of persons for whom characteristics were not obtained.
 - ✓ Please note: This would include any clients that were served, however demographics were not collected.

Section 7 - Gender:

- Report the Gender on individuals receiving services.
- Make sure that the total of this section does not exceed the value in Section 3. See Asterisk Note * on the bottom of CSD 295.

- ✓ If the total box of this section is red then the total exceeds the value in section 3. This data will need to be corrected prior to submitting this form to CSD.

Section 8 - Age:

- Report the age of the individuals receiving services.
- Make sure that the total of this section does not exceed the value in Section 3. See Asterisk Note * on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 3. This data will need to be corrected prior to submitting this form to CSD.

Section 9 – Ethnicity and Race:

- Report one ethnicity AND one race for each individual receiving services.
- Ethnicity and Race are determined by self-identification: *Ethnicity and Race shall not be limited to being biologically or genetically determined, it can also be thought of in terms of social and cultural characteristics as well as ancestry.*
- Make sure that the total of this section does not exceed the value in Section 3. See Asterisk Note * on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 3. This data will need to be corrected prior to submitting this form to CSD.

Section 10 - Education Level of Individuals 24 years or older:

- Only collect the education level of those individuals receiving services that are 24 years or older.
- The total of this section cannot exceed the sum of Section 8e-8h. See Asterisk Note ** on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 3. This data will need to be corrected prior to submitting this form to CSD.

Section 11 – Other Characteristics:

- Report the number of individuals receiving services that were surveyed about their health insurance or disability. All individuals that are asked about each of the two items should be reported in the # Surveyed column. Of those surveyed, the number that report having no health insurance and/or disabled should be reported in the # of Persons column. If an individual receiving services has any form of health insurance, including Medicare or Medicaid, they should be included in the # surveyed column only. Do not count any other family members.
- The definition of “disabled” used in this form is taken from the Americans With Disabilities Act of 1990: “The term disability means, with respect to an individual (a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual, (b) a record of such an impairment, (c) being regarded as having such an impairment.” Any individual who responded to this question but is not disabled should be included in the # Surveyed column only.
- The number reported under the column # of Persons should not exceed the number reported under # Surveyed for that line item.
- Make sure that the total of this section does not exceed the value in Section 3. See Asterisk Note * on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 3. This data will need to be corrected prior to submitting this form to CSD.

Sections 5, 6 and 12-17 Collects Demographics on FAMILIES

Section 5 – Total Unduplicated number of families about whom one or more characteristics were obtained:

- To the extent possible the numbers reported here should be unduplicated.

- This requires that a similar system of unique identifiers be in place, which, in addition to identifying an individual, also identifies a family.
 - ✓ For example: if a family member comes in and receives four services and another family member comes in and receives six services, an unduplicated count would record one family, and two individuals.

Section 6 – Total unduplicated number of families about whom no characteristics were obtained:

- Enter the total number of families for whom characteristics were not obtained. Please note: This number would include clients that were served, but demographics were not collected on the family.
- To the extent possible the numbers reported here should be unduplicated.

Section 12 – Family Type:

- Based on the clients, family composition, report the type of family. If the family type of the recipient is not reflected in one of these types please mark "other."
- Make sure that the total of this section does not exceed the value in Section 5. See Asterisk Note *** on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 5. This data will need to be corrected prior to submitting this form to CSD.

Section 13 – Family Size:

- Report the number of persons in the client's family.
- Make sure that the total of this section does not exceed the value in Section 5. See Asterisk Note *** on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 5. This data will need to be corrected prior to submitting this form to CSD.

Section 14 – Source of Family Income:

- 14.a: Enter the total number of families reporting one or more sources of income
- 14.b: Enter the total number of families reporting NO income
- Please enter the type or types of income received by all persons in the family.
- Food Stamps, Medicaid and other in-kind benefits (LIHEAP, WAP, etc.) will not be included in these calculations.
 - ✓ Item 14.a: Unduplicated # of Families Reporting One or More Sources of Income: With this Section we are attempting to collect an unduplicated count of families who indicated that the household receives one or more sources of income.
 - ✓ Item 14.b: Unduplicated # of Families Reporting No Income: This section attempts to collect an unduplicated count of families who indicate that the household has no income.
 - ✓ Item 14.c: TANF: Enter the unduplicated number of families who receive funds from the HHS Temporary Assistance for Needy Families program.
 - ✓ Item 14.d: SSI - Supplemental Security Income: This is federal assistance usually provided to persons whose Social Security payments are inadequate. Please enter the unduplicated number of families who receive SSI benefits.
 - ✓ Item 14.e: Social Security: Enter the unduplicated number of families who receive Social Security benefits.
 - ✓ Item 14.f: Pension: Any type of income earned from private pensions, e.g., company retirement, IRA income or 401(k). Please enter the number of families who receive Pension benefits.
 - ✓ Item 14.g: General Assistance: This is usually a state-funded program available for emergencies and in some instances becomes a regular source of income for single clients. It has a variety of names, for instance, in some states it is called General Relief. Please enter the unduplicated number of families that receive General Assistance.

- ✓ Item 14.h: Unemployment insurance payments: Enter the unduplicated number of families that receive Unemployment Insurance payments.

- ✓ Item 14.i: Employment plus any other sources: Enter the unduplicated number of families that have income from employment and from any other sources such as those included in this list.
 - ✓ Item 14.j: Employment only: Please enter the unduplicated number of families for whom employment is the only source of income. Employment is considered wages and salaries before deductions and self-employed income less operating expenses. Sections 14.i and 14.h are mutually exclusive.
 - ✓ Item 14.k: Other: Enter the unduplicated number of families that report other sources of income, including investments, rent, etc.
- Make sure the values reported in Item 14.a and 14.b do not exceed the value in Section 5. See Asterisk Note *** on the CSD 295
 - ✓ If the total box of this section is red then the total exceeds the value in section 4. This data will need to be corrected prior to submitting this form to CSD.
 - The value in items 14.c-k should be greater than or equal to the value reported in item 14.a. See Asterisk Note **** on the CSD 295
 - For all the items you will report the number of families receiving that source, not the number of individuals in the family receiving the source.
 - ✓ For example: A family of four, where both parents are employed and the mother is receiving SSI, and the father and mother has 2 types of investments would be reported as follows:
 - Item 14.a = 1
 - Item 14.d = 1
 - Item 14.i = 1
 - Item 14.k = 1

Each item they have would be reported as 1, even though both parents are working because they are 1 family.

Section 15 – Level of Family Income % of HHS Guidelines:

- Section refers to income levels of the families served compared to the current HHS Poverty Income Guidelines, published annually in the Federal Register.
- Make sure that the total of this section does not exceed the value in Section 5. See Asterisk Note *** on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 5. This data will need to be corrected prior to submitting this form to CSD.

Section 16 – Housing:

- Report the housing situation of the family:
 - ✓ Item 16.a: Own: Enter the number of families that own their home.
 - ✓ Item 16.b: Rent: Enter the number of families that rent their housing. Rent can be considered as money or services exchanged for housing and payment of a portion of rent in units shared with others.
 - ✓ Item 16.c: Homeless: Enter the number of families that were homeless. The definition of the term “Homeless” used for this form, taken from the Stewart B. McKinney Homeless Assistance Act, follows: “Homeless” or “homeless individual” includes: (1) An individual who lacks a fixed, regular, and adequate nighttime residence; and (2) An individual who has a primary nighttime residence that is: A supervised, publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); An institution that provides a temporary residence for individuals intended to be institutionalized; A temporary, makeshift arrangement in the accommodations of other persons or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.” The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

- ✓ Item 16.d: Other: If neither Items 16.a, 16.b nor 16.c describe the family's housing situation record them here.

- Make sure that the total of this section does not exceed the value in Section 5. See Asterisk Note *** on the CSD 295.
 - ✓ If the total box of this section is red then the total exceeds the value in section 5. This data will need to be corrected prior to submitting this form to CSD.

Section 17 – Other Family Characteristics:

- Report families that are farmworkers in the categories below:
 - ✓ Item 17.a: Farmer: Enter the number of families served who are farmers. The value of this item should not exceed the value in Section 5.
 - ✓ Item 17.b: Migrant Farmworker: Enter the number of families served who are migrant farm workers. The value of this item should not exceed the value in Section 5.
 - ✓ Item 17.c: Seasonal Farmworker: Enter the number of families served who are seasonal farm workers. The value of this item should not exceed the value in Section 5.
- Make sure that the value of each item in this section does not exceed the value in Section 5. See Asterisk Note *** on the CSD 295.

**If you need further training and technical assistance, please
contact your assigned Field Representative.**

CSD 295 - Client Characteristics Report

Helpful Hints

- ✓ **Is item 4 greater than item 2? It should not be.**
 - ✖ For example: one family of 4 comes in for services. This would mean that 4 individuals are receiving service (Item 2) and 1 Family is receiving services (Item 4).
 - ✖ The numbers reported in items 2 & 4 should be comparable (item 2 will probably always be greater). Since every individual is a family of one- it should not happen where an agency serves 10,000 individuals and only 500 families. This should tell you that the agency is collecting families. this should tell you that the agency is collecting family information on all clients.
 - ✖ This information also applies to item 3 & 5.
- ✓ **Is the total in item 6 greater than item 2? It should not be.**
 - ✖ The agency should not report the ages of more people than they report serving.
- ✓ **Is the total in item 8 greater than item 2? It should not be.**
 - ✖ the agency should not report the ages of more people than they report serving.
- ✓ **Is the total in Item 8 greater than Item 2? It should not be.**
 - ✖ The agency should not be reporting the ethnicity of more people than they report serving.
 - ✖ **Common Error:** Often the total reported in item 8-1 is far below the number reported in Item 2-- this is not necessarily wrong. However, if this happens it does tell you that the agency is not collecting the ethnicity of all their clients.
- ✓ **Is the total in Item 9 greater than the total of Item 7.e-h? It should not be.**
 - ✖ Item 9 is collecting the education level of adults only (individuals 24 years old or older). Therefore, you add up the totals reported in Item 7e-h only. The total in Item 9 cannot be greater than this total.
- ✓ **Is each total in Item 10 greater than Item 2? It should not be.**
 - ✖ The agency should not be reporting health insurance of more than they reported serving.
 - ✖ The agency should not be reporting disable persons of more than they reported serving.
- ✓ **Is the total in Item 11 greater than the total in Item 4? It should not be.**
 - ✖ The agency should not be reporting the family type of more families than they report serving
- ✓ **Is the total in Item 12 greater than the total in Item 4? It should not be.**
 - ✖ the agency should not be reporting the family size of more families than they report serving.
- ✓ **Is the total in Item 13a greater than Item 4? It should not be.**
 - ✖ The total numbers of families reporting one or more sources of income should not be greater than the total number of families the agency report serving

- ✓ **Is the total in Item 13b greater than Item 4? It should not be.**
 - ✖ The total numbers of families reporting no income should be greater than the total number of families the agency reports serving.

- ✓ **Look at each total in Item 13c-13k. Are any of these individual line item totals greater than 13a? They should not be.**
 - ✖ Each family reports each source of income only once (even if two family members receive SSI, they would only report the source once). So, the total number of families reporting each source of income cannot be greater than the total number of families the agency is reporting they collected sources of income on.
 - ✖ Note: the total 13c-13k should be greater than or equal to the total number of families the agency reports serving in 13a (see instructions for more information).

- ✓ **Is the total in Item 14 greater than Item 4? It should not be.**
 - ✖ The total number of families reporting their family income should not be greater than the total number of families the agency reports serving.

- ✓ **Is the total in Item 15 greater than Item 4? It should not be.**
 - ✖ The total number of families reporting their housing type should not be greater than the total number of families the agency reports serving.

- ✓ **Is the total in Item 16 greater than Item 4? It should not be.**
 - ✖ the total number of families reporting their other characteristic should not be greater than the total number of families the agency reports serving.

CSBG/NPI Program Report Instructions

Purpose The CSD 801 captures the progress and achieved outcomes that an agency has performed over the reporting time frame. The CSD 801 annual report is to be completed and submitted electronically by the due date to CSBGReports@csd.ca.gov.

Suggested Tools Suggested tools needed to assist you when reporting your progress and achieved outcomes Annual Report

- Review your contract workplan
- National Performance Indicators (NPI) Instruction Manual* (October 2015)

*documents accessible on the CSD's Providers' website on the Forms page

CSBG/NPI Program Report Instructions, Con't

Completing the NPI Annual Report

- On the "Goal 1 Reporting" tab enter an X in the upper right hand box indicating Annual Report. The Annual Report covers the term of January through December and is due January 20th. Each Report will reflect the agency's success in achieving the outcomes.
- The Annual Report covering January through December, report data on the Tan sections.
- **Number of Participants/Units Expected to Achieve Outcome in Reporting Period:** The Workplan numbers will be automatically populated into the Reporting Document for Goals 1 through 6.
- **Number of Participants/Units Enrolled in Program(s) in Reporting Period:** Enter actual number enrolled in program (s) for the reporting period.
- **Number of Participants/Units Achieving Outcome in Reporting Period:** Enter the number that achieved the outcome for the reporting period.
- **Percentage Achieving Outcome in Reporting Period:** This field requires no data entry and will be automatically calculated from previous columns.
- **Required Explanation:** This field requires no data entry and will be automatically calculated from previous columns. If a response is required, provide the explanation for the variance on the "Explanations Required Annual" tab. The acceptable range for achievement for each reporting period is 80% to 120% of what the agency expected to achieve.

ALL DATA FIGURES should be NUMERICAL. If the indicator does not apply to your agency's work, or data pertaining to that question is not available, leave the cell blank. Do not use percentages, fraction, abbreviations or alpha text.

Sample of NPI Report for Annual

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 1.1		I	II	III	IV	V
Employment	Reporting Period	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage Achieving Outcome in Reporting Period (III/I=IV) (%)	Explanations Required (Report on explanation tab)
The number and percentage of low-income participants who get a job or become self-employed, as a result of Community Action Assistance, as measured by <u>one or more</u> of the following:						
A. Unemployed and obtained a job	Annual	40	35	35	10%	
B. Employed and maintained a job for a least 90 days	Annual	30	30	15	50%	Explanation
C. Employed and obtained an increase in employment income and/or benefits	Annual	25	15	15	60%	Explanation
D. Achieved "living wage" employment and/or benefits	Annual	25	19	19	76%	Explanation
<i>In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.</i>						
	Annual					

Annual NPI Explanations

[illegible]

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