



**COUNTY OF LOS ANGELES
DEPARTMENT OF ARTS AND CULTURE**

1055 Wilshire Boulevard, Suite 800
Los Angeles, CA 90017
Tel (213) 202-5858
www.lacountyarts.org

KRISTIN SAKODA, Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 08, 2023

29 August 8, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**ACCEPTANCE OF GRANT AWARDS FOR COMMUNITY SERVICES BLOCK GRANT NATIVE
AMERICAN SET-ASIDE FUNDING FROM THE STATE OF CALIFORNIA DEPARTMENT OF
COMMUNITY SERVICES & DEVELOPMENT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles City/County Native American Indian Commission Self Governance Board (LANAIC SGB), housed at the Los Angeles County Department of Arts and Culture (Arts and Culture), has received ongoing Federal Community Services Block Grant Native American Set-Aside funding (CSBG Native American Set-Aside) annually since 1993. The funds are administered by the State of California Department of Community Services & Development (CSD) and are used to provide low-income American Indian and Alaska Native (AIAN) families and individuals throughout Los Angeles County with access to supportive and emergency services that help them achieve self-sufficiency.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and the record.
2. Approve and authorize the Director of Arts and Culture to accept CSBG Native American Set-aside-funding up to \$500,000 from the State of California Department of Community Services and Development (CSD) and any additional funds received through Fiscal Year (FY) 2028-29 for CSBG Native American Set-Aside funded programs.
3. Approve and authorize the Director of Arts and Culture, or her designee, to sign and execute a Grant Agreement, substantially similar to Attachment I, with the CSD.

4. Delegate authority to the Director, or her designee, subject to prior review and approval as to form by County Counsel, to prepare, sign, and execute future amendments to: 1) extend the term; 2) add, delete, modify, or replace terms, including the Statement of Work; 3) allow for the rollover of unspent funds; and 4) reflect regulatory and/or policy changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CSBG Native American Set-Aside Program provides low-income AIAN families and individuals throughout Los Angeles County with access to supportive and emergency services that help them achieve self-sufficiency. Allowable CSBG services include employment services, education and cognitive development services, income, infrastructure and asset-building services, housing services, health and social/behavioral development services, and other supportive services that address poverty and increase self-sufficiency. Between 2017-2022, approximately 1,500 individuals were served through the CSBG Native American Set-Aside Program.

Previously, the CSBG Native American Set-Aside Program was administered by LANAIC SGB under the Workforce, Development, Aging, and Community Services (WDACS) Department. During FY 2021-2022, WDACS transitioned into two new departments. This transition involved realignment and restructuring of economic and workforce development and aging programs and commissions support by WDACS. As part of this realignment effort, LANAIC, was transferred from WDACS to the Executive Office of the Board (EO) in January of 2022. In October 2022, the Board determined that Arts and Culture can provide the LANAIC and the LANAIC SGB with the unique support needed to deliver its mission. The LANAIC and LANAIC SGB were subsequently transferred from the EO to Arts and Culture during FY 2022-2023.

Current and future CSBG funding is based on 2020 Census data and it is expected that future CSBG Native American Set-Aside funding will remain stable for a 10-year period. LANAIC SGB has received CSBG Native American Set-aside funds annually since 1993 and LANAIC anticipates that the 2024 CSBG award will remain stable or increase from the current award of \$432,512. Future award amounts are subject to change based on revised census data or the availability of additional Federal funds, however, awards are not anticipated to exceed \$500,000.

CSBG awards are aligned with the calendar year and LANAIC SGB receives the notification of the formal award from CSD each November for contracts to begin the following January. To ensure there is no lapse in these critical services, the authority to accept funding is needed prior to the issuance of the annual notification from CSD of the subsequent calendar year's CSBG award.

Implementation of Strategic Plan Goals

The recommended actions support: (i) Goal I, Make Investments that Transform Lives, Strategy I, Increase Our Focus on Prevention Initiatives, Strategy 2, Enhance Our Delivery Of Comprehensive Interventions, and Strategy 3, Reform Service Delivery within our Justice Systems; (ii) Goal II, Foster Vibrant and Resilient Communities, Strategy 2, Support the Wellness of Our Communities; and (iii) Goal III, Realize Tomorrow's Government Today, Strategy 3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

There is no Net County Cost impact. Arts and Culture will submit a request to budget the CSBG revenue through standard County budget processes.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended grant award acceptance is not subject to CEQA because such activity is excluded from the definition of a project as an administrative activity by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines.

CONTRACTING PROCESS

Arts and Culture is in the process of competitively soliciting future service contracts in accordance with Federal, State, and County requirements. The current solicitation is a Request for Statements of Qualifications (RFSQ) that will establish a diverse prequalified list of non-profit, community-based, faith-based organizations and public entities qualified to deliver critical services to AIAN communities in Los Angeles County. CSBG Native American Set-aside program service providers must demonstrate a proven ability to provide critical core services and have experience assisting low-income individuals and families within the AIAN community to achieve financial stability and economic security.

Entities placed on the Prequalified List may bid on Work Orders to provide CSAIBG program services within four Core Service Categories: Emergency Services; Child and Family Development Services; Elder and Disabled Adult Services; and Employment Services. Qualified entities will remain active for a period of five (5) years and solicited contract terms will not exceed terms of two (2) years with an option to extend for three (3) additional one-year terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the continuation of supportive and emergency services to low-income AIAN families and individuals residing in Los Angeles County. The CSBG Native American Set-Aside Program is available to more than 75,000 AIAN residing in the Los Angeles area that live below the poverty line.

The Honorable Board of Supervisors

8/8/2023

Page 4

Respectfully submitted,



NULLKRISTIN SAKODA

Director

KS:AV

Enclosures

c: Chief Executive Office County Counsel
Executive Officer, Board of Supervisors



DAVID SCRIBNER
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 final CSBG grant award for the 2023 program year is \$67,695,215, an increase of \$637,956 over the 2022 program year allocation. The attached amendment releases the final CSBG allocation for the 2023 program year and includes the distribution of CSBG discretionary funds as applicable.

To facilitate the timely execution of the contract amendment, please refer to the 2023 CSBG Amendment 1 Checklist for specific contract changes, required documents, and due dates for contract deliverables. All budget forms for regular and discretionary grant awards may be accessed through CSD's [Local Agencies Portal](#), located under the "Forms" tab after selecting "CSBG."

CSD will issue an advance payment in accordance with state statute for the regular CSBG allocation; the advance payment will not exceed 25 percent of the total allocation. Upon approval of your contract deliverables, your agency's advance payment will be automatically authorized. If your agency opts not to receive an advance, you must submit a letter on your organization's letterhead with the contract declining the advance. Please refer to the allocation spreadsheets, which detail the budget allocations and the amount of the advance.

This amendment to the 2023 contract includes CSBG discretionary funds. The approach to the distribution of discretionary funds was recommended by the CSBG Funding Task Force (FTF). In 2022, CSD convened the CSBG FTF, comprised of CSBG agencies, to provide a recommendation on updating the CSBG funding distribution formula. The FTF recommended updating the distribution formula with the implementation of U.S. Census American Community Survey (ACS) data, effective with the 2023 program year. The FTF also recommended CSD utilize the 2023 discretionary funds to minimize the impact of funding shifts resulting from the updated methodology formula.

In accordance with the recommendation presented to the network in October 2022, the use of the 2023 discretionary funding is limited to one year and is intended to ensure that:

1. Discretionary funding is allocated to ensure no agency receives a decrease of more than 2.5 percent due to the implementation of the 2016-2020 ACS Census data.
2. Agency allocations, where the agency experiences a decrease or an increase of less than \$26,000 due to the implementation of the 2016-2020 ACS Census data will receive discretionary funding up to \$26,000.
3. Agency allocations, where an agency experiences an increase of \$26,000 or more due to the implementation of the 2016-2020 ACS Census data will not receive discretionary funding.

If you have any questions, please contact your assigned field representative. CSD looks forward to a continued productive partnership so that we can effectively administer critical programs and services designed to strengthen and improve the economic security of vulnerable Californians.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Scribner", with a long horizontal line extending to the right.

DAVID SCRIBNER, ESQ.
Director

2023 CSBG Contract Amendment 1 Checklist

Applicable changes to the 2023 CSBG Contract Amendment 1 (2023 A1 CSBG):

Below are changes to the 2023 A1 CSBG Contract Amendment. As a reminder, please read the contract in its entirety.

- Article 10 Addendum B: Contractor Security – has been removed.
- Subsection 7.1.3 *Advance Payments*. CSD will not offer an advance on the 2023 Discretionary Funds.
- The overall increase to the CSBG grant award will require agencies to submit a revised budget, if applicable; a revised workplan is not required.

Regular CSBG

- **Submit updated 425 Budget Series**
- **Use the dollar amount on the allocation spreadsheet under the column labeled “Project Budgets – CAA”**
- **Submit updated CSD 641 Work Plan** (if applicable)

Discretionary

- **Submit CSD 627 Budget Series**
- **Note: Period of performance June 15, 2023 – December 31, 2023; CSD strongly encourages agencies to utilize the discretionary allocation prior to using the regular CSBG funding.**

General Comments and Requirements

If this Agreement requires corrections or if you have not yet completed the **DocuSign® Contact Update Form, (CSD 489)** with the California Department of Community Services and Development (CSD), please contact your assigned Field Operations Representative immediately for assistance. Please use this link to access the DocuSign form (CSD 489): <https://agencies.csd.ca.gov/home/CSBG/Pages/Forms.aspx#k=>

Contract Amendment Packet:

The completed contract amendment packet (list of documents/forms below) must be returned to CSD to execute the Agreement. Please use the checkboxes below to indicate the completed documents/forms are included:

- Submitted Agreement via DocuSign, which includes the signed Contract Face Sheet (STD 213)** with the name and title of the individual authorized to sign the Agreement.
- Agency Staff and Board Roster (CSD 188)** is required if there have been any changes and/or updates to your agency’s staff and/or board.

2023 CSBG Contract Amendment 1 Checklist

- Current insurance documents or Self-Insurance Authority Certification** if not already on file with CSD. To prevent a delay in executing your Agreement, please ensure your insurance coverage is active and up to date. Failure to have current and effective insurance coverage will delay the execution of your Agreement. New evidence of insurance (ACORD 25) is required if the current insurance expires during the contract term, or if the amount of insurance needs to be increased.
- 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.)

Please submit your completed contract packet within 30 days (45 days for public agencies) from the release of the contract amendment via DocuSign.

Contract Deliverables:

The following **contract deliverables** (as applicable) must be completed and returned to your Field Representative within 30 calendar days for private non-profit agencies and 45 calendar days for public agencies from the date of this contract amendment release. Please use the checkboxes below to indicate the completed documents/forms are included:

- 425 Budget Series Forms**, ensuring all numbers match the Allocation Spreadsheet posted to the [Local Agencies Portal](#).
 - **CSD 425.S CSBG Contract Budget Summary**
 - **CSD 425.1.1 CSBG Budget Support Personnel Costs**
 - **CSD 425.1.2 CSBG Budget Support Non-Personnel Costs**
 - **CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds**
 - **CSD 425.1.4 CSBG Contract Budget Narrative**
 - **Updated CSBG Annual Work Plan (CSD 641)** (if necessary)
- 627 Budget Series Forms**, ensuring all numbers match the Allocation Spreadsheet posted to the [Local Agencies Portal](#).
 - **CSD 627S CSBG Discretionary Contract Budget Summary**
 - **CSD 627A CSBG Discretionary Budget Support Personnel Costs**
 - **CSD 627B CSBG Discretionary Budget Support Non-Personnel Costs**
 - **CSD 627C CSBG Contract Budget Narrative**
- Subcontractor List** (CSD 163) (if applicable)

Please return your completed **contract deliverables** (as applicable) via email to your assigned Field Operations Representative. All forms are located on the CSD Local Agencies Portal at: [Local Agencies Portal](#) on the **Forms** page under the **CSBG** tab.

**State of California
Department of Community Services and Development
2023 CSBG Allocation
Non-CAAs**

Attachment A

NATIVE AMERICAN INDIANS

Agency	Contract Number	First Release (8/30/22)	Second Release (4/12/23)	Total 2023 Contract	NAI 25% Advance (Automatic)	NAI-DISC 25% Advance (Upon Request)	PROJECT BUDGETS		
							NAI	NAI - Discretionary	Total 2023 Contract
Karuk Tribe (NAI-LPA) (Core Funding)	23F-4101	42,000	0	42,000	0	0	42,000	0	42,000
Karuk Tribe (NAI-LPA)	23F-4102	103,609	7,248	110,857	0	1,542	104,687	6,170	110,857
NCIDC, Inc. (NAI-LPA) (Core Funding)	23F-4103	122,000	0	122,000	30,500	0	122,000	0	122,000
NCIDC, Inc./LIFE (NAI-LPA) (Core Funding)	<i>(Included with NCIDC below)</i>								
NCIDC, Inc. (NAI-LPA)	23F-4104	1,910,112	126,175	2,036,287	482,319	26,752	1,929,277	107,010	2,036,287
LA Co. Executive Office of the Board of Supervisors	23F-4105	437,512	4,637	442,149	0	0	442,149	0	442,149
TOTAL		2,615,233	138,060	2,753,293	512,819	28,294	2,640,113	113,180	2,753,293

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	First Release (8/30/22)	Second Release (4/12/23)	Total 2023 Contract	MSFW 25% Advance (Automatic)	MSFW-DISC 25% Advance (Upon Request)	PROJECT BUDGETS		
							MSFW	MSFW - Discretionary	Total 2023 Contract
California Human Development Corporation	23F-4201	1,542,317	40,673	1,582,990	389,247	6,500	1,556,990	26,000	1,582,990
Proteus, Inc.	23F-4202	2,481,119	49,604	2,530,723	626,180	6,500	2,504,723	26,000	2,530,723
Central Valley Opportunity Center, Inc.	23F-4203	603,515	5,742	609,257	152,314	0	609,257	0	609,257
Center for Employment Training	23F-4204	2,078,775	45,777	2,124,552	524,638	6,500	2,098,552	26,000	2,124,552
TOTAL		6,705,726	141,796	6,847,522	1,692,379	19,500	6,769,522	78,000	6,847,522

**LIMITED PURPOSE AGENCIES
(DISCRETIONARY FUNDS)**

Agency	Contract Number	First Release (8/30/22)	Second Release (4/12/23)	Total 2023 Contract	DISC-LPA 25% Advance (Automatic)	PROJECT BUDGETS			
						DISC	N/A	Total 2023 Contract	
Community Design Center	23F-4301	176,097	503	176,600	44,150		176,600	0	176,600
Del Norte Senior Center, Inc.	23F-4302	142,435	503	142,938	35,734		142,938	0	142,938
Rural Community Assistance Corporation	23F-4303	190,888	503	191,391	0		191,391	0	191,391
TOTAL		509,420	1,509	510,929	79,884		510,929	0	510,929

**State of California
Department of Community Services and Development
2023 CSBG Allocation
CAAs**

Attachment A

County	Agency	Contract Number	First Release (8/30/22)	Second Release (4/12/23)	Total 2023 Contract	CAA 25% Advance (Automatic)	CAA-DISC 25% Advance (Upon Request)	PROJECT BUDGETS		
								CAA	CAA - Discretionary	Total 2023 Contract
Alameda	Berkeley Community Action Agency	23F-4001	293,705	15,602	309,307	74,125	3,201	296,500	12,807	309,307
Alameda	City of Oakland, Human Services Department	23F-4002	1,294,234	107,602	1,401,836	326,637	23,822	1,306,548	95,288	1,401,836
Alpine	Inyo Mono Advocates for Community Action, Inc.	23F-4003	1,333	12	1,345	0	0	1,345	0	1,345
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	23F-4004	273,800	28,605	302,405	69,101	6,500	276,405	26,000	302,405
Butte	Community Action Agency of Butte County, Inc.	23F-4005	389,584	19,972	409,556	98,322	4,066	393,291	16,265	409,556
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	23F-4006	293,704	8,967	302,671	74,124	1,543	296,498	6,173	302,671
Colusa	SEE GLENN COUNTY									
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	23F-4007	927,194	8,821	936,015	234,003	0	936,015	0	936,015
Del Norte	Del Norte Senior Center, Inc.	23F-4008	40,903	26,389	67,292	10,323	6,500	41,292	26,000	67,292
El Dorado	El Dorado County Health and Human Services Agency	23F-4009	323,884	5,684	329,568	0	650	326,965	2,603	329,568
Fresno	Fresno County Economic Opportunities Commission	23F-4010	1,999,960	19,026	2,018,986	504,746	0	2,018,986	0	2,018,986
Glenn/Colusa/Trinity	Glenn County Community Action Department	23F-4011	273,087	28,599	301,686	68,921	6,500	275,686	26,000	301,686
Humboldt	Redwood Community Action Agency	23F-4012	320,381	3,048	323,429	80,857	0	323,429	0	323,429
Imperial	Campesinos Unidos, Inc.	23F-4013	382,943	3,643	386,586	96,646	0	386,586	0	386,586
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	23F-4014	268,784	28,558	297,342	67,835	6,500	271,342	26,000	297,342
Kern	Community Action Partnership of Kern	23F-4015	1,756,701	16,713	1,773,414	443,353	0	1,773,414	0	1,773,414
Kings	Kings Community Action Organization, Inc.	23F-4016	280,367	31,372	311,739	0	7,176	283,034	28,705	311,739
Lake/Mendocino	North Coast Opportunities, Inc.	23F-4017	559,482	31,324	590,806	141,201	6,500	564,806	26,000	590,806
Lassen/Plumas/Sierra	Plumas County Community Development Commission	23F-4018	265,243	28,524	293,767	66,941	6,500	267,767	26,000	293,767
Los Angeles	Foothill Unity Center, Inc.	23F-4019	346,301	21,882	368,183	87,399	4,646	349,596	18,587	368,183
Los Angeles	Long Beach Community Action Partnership	23F-4020	699,993	114,707	814,700	176,663	27,011	706,653	108,047	814,700
Los Angeles	County of Los Angeles Dept. of Public Social Services	23F-4021	6,149,474	135,626	6,285,100	0	19,280	6,207,978	77,122	6,285,100
Los Angeles	City of Los Angeles Community Investment for Families Dept.	23F-4022	6,361,802	445,041	6,806,843	1,605,579	96,131	6,422,319	384,524	6,806,843
Madera	Community Action Partnership of Madera County, Inc.	23F-4023	312,051	10,220	322,271	78,755	1,812	315,020	7,251	322,271
Marin	Community Action Marin	23F-4024	293,637	18,677	312,314	74,107	3,971	296,430	15,884	312,314
Mariposa	SEE CALAVERAS COUNTY									
Mendocino	SEE LAKE COUNTY									
Merced	Merced County Community Action Agency	23F-4025	494,821	30,707	525,528	124,882	6,500	499,528	26,000	525,528
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	23F-4026	273,071	28,598	301,669	68,917	6,500	275,669	26,000	301,669
Mono	SEE INYO COUNTY									
Monterey	Monterey County Community Action Partnership	23F-4027	489,515	30,657	520,172	123,543	6,500	494,172	26,000	520,172
Napa	Community Action Napa Valley	23F-4028	274,358	28,610	302,968	69,242	6,500	276,968	26,000	302,968
Nevada	Nevada County Dept. of Housing & Community Services	23F-4029	292,893	21,111	314,004	0	4,581	295,680	18,324	314,004
Orange	Community Action Partnership of Orange County	23F-4030	3,135,610	29,831	3,165,441	791,360	0	3,165,441	0	3,165,441
Placer	Project GO, Inc.	23F-4031	414,183	3,941	418,124	104,531	0	418,124	0	418,124
Plumas	SEE LASSEN COUNTY									
Riverside	Community Action Partnership of Riverside County	23F-4032	3,006,351	28,601	3,034,952	758,738	0	3,034,952	0	3,034,952
Sacramento	Sacramento Employment and Training Agency	23F-4033	2,089,669	19,880	2,109,549	527,387	0	2,109,549	0	2,109,549

**State of California
Department of Community Services and Development
2023 CSBG Allocation
CAAs**

Attachment A

County	Agency	Contract Number	First Release (8/30/22)	Second Release (4/12/23)	Total 2023 Contract	CAA 25% Advance (Automatic)	CAA-DISC 25% Advance (Upon Request)	PROJECT BUDGETS		
								CAA	CAA - Discretionary	Total 2023 Contract
San Benito	San Benito County H&HSA, CS & WD	23F-4034	276,203	28,628	304,831	0	6,500	278,831	26,000	304,831
San Bernardino	Community Action Partnership of San Bernardino County	23F-4035	3,132,255	29,799	3,162,054	790,513	0	3,162,054	0	3,162,054
San Diego	County of San Diego, H&HSA, CAP	23F-4036	3,481,160	59,119	3,540,279	878,569	6,500	3,514,279	26,000	3,540,279
San Francisco	Urban Services YMCA	23F-4037	854,873	34,133	889,006	215,751	6,500	863,006	26,000	889,006
San Joaquin	San Joaquin County Dept. of Aging & Community Services	23F-4038	989,759	35,416	1,025,175	0	6,500	999,175	26,000	1,025,175
San Luis Obispo	CAP of San Luis Obispo County, Inc.	23F-4039	289,741	28,757	318,498	0	6,500	292,498	26,000	318,498
San Mateo	San Mateo County Human Services Agency	23F-4040	464,638	30,421	495,059	0	6,500	469,059	26,000	495,059
Santa Barbara	Community Action Commission of Santa Barbara County	23F-4041	535,583	31,095	566,678	135,169	6,500	540,678	26,000	566,678
Santa Clara	Sacred Heart Community Service	23F-4042	1,339,194	126,304	1,465,498	337,983	28,391	1,351,934	113,564	1,465,498
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	23F-4043	306,246	27,851	334,097	77,289	6,234	309,159	24,938	334,097
Shasta	Shasta County Community Action Agency	23F-4044	295,200	28,808	324,008	0	6,500	298,008	26,000	324,008
Sierra	SEE LASSEN COUNTY									
Siskiyou	SEE MODOC COUNTY									
Solano	Community Action Partnership of Solano, JPA	23F-4045	391,808	29,727	421,535	98,883	6,500	395,535	26,000	421,535
Sonoma	Community Action Partnership of Sonoma County	23F-4046	426,954	37,478	464,432	107,754	8,354	431,016	33,416	464,432
Stanislaus	Central Valley Opportunity Center, Inc.	23F-4047	718,332	74,528	792,860	181,291	16,923	725,165	67,695	792,860
Sutter	Sutter County Community Action Agency	23F-4048	277,211	28,637	305,848	69,962	6,500	279,848	26,000	305,848
Tehama	Tehama County Community Action Agency	23F-4049	297,074	28,826	325,900	74,975	6,500	299,900	26,000	325,900
Trinity	SEE GLENN COUNTY									
Tulare	Community Services & Employment Training, Inc.	23F-4050	986,205	9,383	995,588	248,897	0	995,588	0	995,588
Tuolumne	SEE AMADOR COUNTY									
Ventura	Community Action of Ventura County, Inc.	23F-4051	734,083	15,945	750,028	185,266	2,240	741,067	8,961	750,028
Yolo	County of Yolo Health and Human Services Agency	23F-4052	391,080	3,721	394,801	98,700	0	394,801	0	394,801
Yuba	Yuba County Community Services Commission	23F-4053	263,959	28,512	292,471	66,617	6,500	266,471	26,000	292,471
TOTAL, all counties			51,030,576	2,097,638	53,128,214	10,515,857	403,032	51,516,060	1,612,154	53,128,214

Department of Community Services and Development
Allocation of American Indian Set Aside (AISA) Program Funds
2023 Community Services Block Grant

COUNTY	RESERVATION OR RANCHERIA	NCIDC	Karuk
Alameda		53,827	
Alpine		1,000	
	Woodfords Comm. Council	10,042	
Amador		1,881	
	Buena Vista Rancheria	1,000	
	Ione Band of Miwok	1,000	
	Jackson Rancheria	1,000	
Butte		8,551	
	Berry Creek Rancheria	1,597	
	Chico Rancheria/Mechoopda TDSA	3,584	
	Enterprise Rancheria	1,000	
	Mooretown Rancheria	1,916	
Calaveras		1,277	
	Sheep Ranch Rancheria	1,000	
Colusa		1,000	
	Colusa Rancheria	1,065	
	Cortina Rancheria	1,000	
Contra Costa		12,774	
	Lytton Rancheria	1,000	
Del Norte		16,535	
	Elk Valley Rancheria		1,632
	Resighini Rancheria	1,597	
	Smith River Rancheria	2,909	
	Yurok Indian Reservation	12,668	
El Dorado		7,806	
	Shingle Springs Rancheria	3,370	
Fresno		105,951	
	Big Sandy Rancheria	3,868	
	Cold Springs Rancheria	1,383	
	Table Mountain Res.	1,000	
Glenn		3,478	
	Grindstone Creek Rancheria	4,826	
Humboldt		38,392	
	Big Lagoon Rancheria	1,000	
	Blue Lake Rancheria	1,703	
	Hoopa Valley Reservation		88,210
	Rohnerville Rancheria	1,000	
	Table Bluff Rancheria	2,554	
	Trinidad Rancheria	3,264	
Imperial		14,726	
	Quechan/Fort Yuma Indian Res.	-	
Inyo		1,000	
	Big Pine Indian Res.	10,609	
	Bishop Indian Reservation	40,202	
	Timbi-Sha Shoshone/Death Valley Indian Village	1,000	
	Fort Indep. Reservation	2,307	
	Lone Pine Reservation	4,080	

COUNTY	RESERVATION OR RANCHERIA	NCIDC	Karuk
Kern		73,094	
	Tejon Tribe	1,000	
Kings		8,516	
	Santa Rosa Rancheria	27,853	
Lake		17,245	
	Big Valley Rancheria	8,480	
	Lower Lake Rancheria	1,000	
	Middletown Rancheria	1,000	
	Robinson Rancheria	15,471	
	Scotts Valley Band of Pomo	1,000	
	Sulphur Bank Rancheria	1,000	
	Upper Lake Rancheria	1,668	
Lassen		6,883	
	Susanville Indian Ranch	7,877	
Los Angeles			
Madera		15,399	
	North Fork Rancheria	1,491	
	Picayune Rancheria	2,413	
Marin		4,932	
Mariposa		2,768	
Mendocino		12,064	
	Coyote Valley Res.	5,393	
	Guideville Rancheria	1,881	
	Hopland Rancheria	3,761	
	Laytonville Rancheria	7,984	
	Manchester-Pt. Arena Ran	7,487	
	Pinoleville Rancheria	4,649	
	Potter Valley Rancheria	1,000	
	Redwood Valley Rancheria	2,554	
	Round Valley Reservation	8,339	
	Sherwood Valley Rancheria	4,967	
Merced		33,460	
Modoc		1,845	
	Alturas Rancheria		1,000
	Cedarville Rancheria		1,000
	Fort Bidwell Reservation	3,406	
	Likely Rancheria	1,000	
	Lookout Rancheria	1,000	
	Pitt River Land Trust	1,000	
	XL Ranch	1,348	
Mono		4,861	
	Benton Paiute Reservation	2,839	
	Bridgeport Indian Colony	1,000	
Monterey		11,709	
Napa		4,826	
Nevada		1,881	
Orange		56,063	
Placer		13,802	
	Auburn Rancheria	1,000	
Plumas		2,697	
	Greenville Rancheria	1,000	

COUNTY	RESERVATION OR RANCHERIA	NCIDC	Karuk
Riverside		124,538	
	Agua Caliente Reservation	9,296	
	Augustine Reservation	1,000	
	Cabazon Reservation	1,065	
	Cahuilla Reservation	1,000	
	Morongo Reservation	19,125	
	Pechanga Indian Res	7,168	
	Ramona Reservation	1,000	
	Santa Rosa Reservation	1,845	
	Soboba Reservation	7,629	
Torres-Martinez Reservation	1,526		
Sacramento		71,320	
	Wilton Rancheria	1,000	
San Benito		1,000	
San Bernardino		107,228	
	Chemehuevi Reservation	8,445	
	Colorado River Indian Res	1,987	
	Fort Mojave Reservation	10,148	
	San Manuel Reservation	1,526	
Twenty-Nine Palms Res	1,000		
San Diego		98,606	
	Barona Indian Reservation	14,371	
	Campo Reservation	10,255	
	Capitan Grande Res	1,000	
	Cuyapaipe/Ewiiapaayp Reservation	1,000	
	Inaja and Cosmit Res	1,000	
	Jamul Indian Village Res	1,000	
	La Jolla Reservation	9,829	
	La Posta Reservation	1,491	
	Los Coyotes Reservation	4,045	
	Manzanita Reservation	1,881	
	Mesa Grande Reservation	2,980	
	Pala Reservation	19,409	
	Pauma Indian Reservation	4,649	
	Rincon Indian Reservation	14,228	
	San Pasqual Reservation	17,422	
	Santa Ysabel Reservation	8,871	
Sycuan Reservation	2,413		
Viejas Indian Reservation	10,716		
San Francisco		32,076	
San Joaquin		23,773	
San Luis Obispo		5,677	
San Mateo		34,240	
Santa Barbara		27,286	
	Santa Ynez Reservation	5,358	
Santa Clara		43,821	
Santa Cruz		11,248	
Shasta		22,283	
	Big Bend Rancheria	1,000	
	Montgomery Creek Ranch	1,000	
	Redding Rancheria	1,000	
Roaring Creek Rancheria	1,000		

COUNTY	RESERVATION OR RANCHERIA	NCIDC	Karuk
Sierra		1,000	
Siskiyou		10,361	
	Karuk Tribe of California		12,845
	Quartz Valley Indian Res	3,796	
Solano		11,177	
Sonoma		10,432	
	Cloverdale Rancheria	1,000	
	Dry Creek Rancheria	1,000	
	Graton Rancheria	1,000	
	Stewarts Point Rancheria	2,519	
Stanislaus		22,496	
Sutter		7,097	
Tehama		13,732	
	Paskenta Rancheria	1,000	
Trinity		1,491	
Tulare		62,556	
	Tule River Reservation	22,106	
Tuolumne		9,900	
	Chicken Ranch Rancheria	1,000	
	Tuolumne Rancheria	5,251	
Ventura		55,069	
Yolo		12,170	
	Rumsey Rancheria	1,000	
Yuba		7,452	
TOTALS		1,875,027	104,687

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

AGREEMENT NUMBER 23F-4105	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
Los Angeles County Department of Arts and Culture
2. The term of this Agreement is : **January 1, 2023 through May 31, 2024**
3. The maximum amount of this Agreement is: **Total \$442,149.00**
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:
 - i. The maximum amount of this Agreement payable to Contractor by the State has changed from \$437,512.00 to \$442,149.00, reflecting an increase of \$4,637.00
 - ii. Articles 6, 7 and 10 are deleted in their entirety and replaced with the attached articles 6 and 7

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.

DS


CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Los Angeles County Department of Arts and Culture		I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.	
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 1055 Wilshire Blvd. Ste. 800, Los Angeles, CA 90017			
PRINTED NAME OF PERSON SIGNING Kristin Sakoda	TITLE Director		
CONTRACTOR AUTHORIZED SIGNATURE  <small>0773B0F6C20D463...</small>	DATE SIGNED 6/5/2023		
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Community Services and Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Chris Vail	TITLE Chief Financial Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
		<input type="checkbox"/> Exempt per _____	

SUBVENTION AGREEMENT

TABLE OF CONTENTS

PREAMBLE4

ARTICLE 1 – SCOPE OF WORK4

1.1 General4

1.2 Agreement Term4

1.3 Agreement Amount5

1.4 Service Area5

1.5 Legal Authorities – Program Requirements, Standards, and Guidance5

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE7

2.1 Required Documents7

2.2 Contractor’s Option of Termination9

2.3 Budget Contingencies9

2.4 Miscellaneous Provisions11

ARTICLE 3 – AGREEMENT CHANGES12

3.1 Amendment12

3.2 Minor Modification13

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES13

4.1 Board Roster, Bylaws, Resolution, and Minutes13

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings14

4.3 Internal Control Certification14

4.4 Record Retention Requirements15

4.5 Insurance Requirements15

4.6 Specific Insurance Requirements16

4.7 System Security Requirements18

4.8 Services Offered18

4.9 Data Protection18

4.10 Contractor Systems Security19

4.11 Trusted Behavior Expectations19

4.12 Incident Reporting19

4.13 Audit Trail Responsibilities19

SUBVENTION AGREEMENT

4.14 Data Sharing Responsibilities.....	19
4.15 Travel and Per Diem	20
4.16 Codes of Conduct.....	20
4.17 Conflict of Interest	21
4.18 Fraud, Waste, and Abuse.....	21
4.19 Procurement Standards.....	21
4.20 Use and Disposition of Vehicles and Equipment	23
4.21 Subcontracts	24
ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS	26
5.1 Budget.....	26
5.2 Advance Payments – Amount.....	28
5.3 Advance Payments – Interest on Advances	28
5.4 Advance Payments – Liquidation of Advance.....	29
5.5 Advance Payments – Lien Rights	29
5.6 Payments	29
ARTICLE 6 – FINANCIAL REPORTING	30
6.1 Fiscal Reports.....	30
6.2 Close-Out Report	30
6.3 Transparency Act Reporting	31
ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING.....	31
7.1 Discretionary Funds Requirements.....	31
7.2 Fair Hearing for Denial of Client Benefits by Contractor	32
7.3 Organizational Standards.....	33
7.4 Programmatic Reporting.....	33
ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES	34
8.1 Right to Monitor, Audit, and Investigate	34
8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds.....	34
8.3 Collection of Disallowed Costs.....	35
8.4 Auditing Standards.....	36

SUBVENTION AGREEMENT

8.5 Audit Reports 36

8.6 Failure to Comply with Audit Requirements 37

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement 38

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS 42

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters 42

9.2 Federal Requirements 43

9.3 Affirmative Action Compliance 44

9.4 Nondiscrimination Compliance 44

9.5 Specific Assurances 45

9.6 Subrecipient Monitoring 46

9.7 Executive Order N-6-22 – Russia Sanctions 46

DEFINITIONS 47

TABLE OF FORMS AND ATTACHMENTS 50

SUBVENTION AGREEMENT

PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2023 (“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 performance period 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 100 percent financed 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) and is divided into two distinct sections: a period of performance from January 1, 2023 through December 31, 2023, and an extension period of January 1, 2024 through May 31, 2024. *Period of Performance.* The period of performance of this Agreement shall be from January 1, 2023 through December 31, 2023. One hundred percent of the Agreement amount specified in Article 1.3 below is expected to be fully expended by the end of the period of performance.

1.2.2 *Extension Period.* The extension period provided by this Agreement is available upon approval by CSD from January 1, 2024 through May 31, 2024 to those contractors who will not fully expend 100 percent of the Agreement amount by the end of the performance period. Requests for extensions must follow Article 3.1.3

SUBVENTION AGREEMENT

of this Agreement and be received by CSD no later than November 16, 2023.

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 with Article 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the maximum amount of the Agreement has been revised.
- 1.3.4 In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's maximum amount of the Agreement prior to the end of the contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS or the contract shall be closed on that basis without need for amendment pursuant to Articles 2.3.1.2 and 2.3.2.2.
- 1.3.5 This Agreement may include a specific amount allocated from the annual discretionary allocation. These funds may target a specific purpose and require a separate budget and work plan in accordance with Article 7.1 of this Agreement.

1.4 Service Area

The services shall be performed in the Contractor's service area as indicated on CSD's Public Website at <https://www.csd.ca.gov>.

SUBVENTION AGREEMENT

1.5 Legal Authorities – Program Requirements, Standards, and Guidance

1.5.1 All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Community Services Block Grant Act, as amended, 42 USC § 9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;

1.5.1.2 California laws and regulations applicable to CSBG Programs, Government Code (Cal. Gov. Code) § 12085 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601-100795;

1.5.1.3 The Single Audit Act, 31 USC § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75;

1.5.1.4 California Civil Code §§ 1798 et seq., and the Federal Privacy Act of 1974 (5 USC § 552a); Requirements to Respond to Incidents Involving a Breach of Personal Information, Statewide Information Management Manual (SIMM) 5340-C, California Department of Technology; and

1.5.1.5 California Contractor Certification Clauses 04/2017 (CCC 04/2017); and State contracting requirements, “General Terms and Conditions, GTC 04/2017”. The provisions in their entirety, can be reviewed and downloaded at the [Department of General Services](https://www.dgs.ca.gov/) 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.

SUBVENTION AGREEMENT

- 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 Agreement terminates due to failure to agree to any necessary amendment; and
 - 1.5.3.7 That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.

SUBVENTION AGREEMENT

- 1.5.4 The federal and state laws, regulations, and other authorities referenced in this Agreement are hereby incorporated by reference. Copies may be accessed for reference on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Required Documents

- 2.1.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation. The following documents shall be returned to the Budget and Contracts Services Unit at BNCS@csd.ca.gov within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies:

2.1.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

2.1.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

2.1.1.3 Contractor Certification Clauses (CCC 04/2017);

2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and

2.1.1.5 Board Resolution authorizing execution of this Agreement.

- 2.1.2 In addition to the documentation requirements set forth in Article 2.1.1, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. The following documents shall be returned to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies, and shall each be subject to approval by CSD in form and substance:

2.1.2.1 CSBG Contract Budget Summary (CSD 425.S);

2.1.2.2 CSBG Budget Support Personnel Costs (CSD 425.1.1);

2.1.2.3 CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);

2.1.2.4 CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);

SUBVENTION AGREEMENT

- 2.1.2.5 CSBG Contract Budget Narrative (CSD 425.1.4);
 - 2.1.2.6 CSBG Annual Report Work Plan (CSD 641);
 - 2.1.2.7 CSBG Annual Report Projections (CSD 641A and or CSD 641B);
 - 2.1.2.8 Agency Staff and Board Roster (CSD 188);
 - 2.1.2.9 Board Meeting Schedule; and
 - 2.1.2.10 Updated Organizational Bylaws (if applicable).
- 2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2023 CSBG Agreement and any amendments.
- 2.1.4 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.
- 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, the amended PDF version shall be date-stamped and posted to the Local Agencies Portal at <https://agencies.csd.ca.gov/> 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 copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies 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 Agreement 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:

SUBVENTION AGREEMENT

- 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.
- 2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- 2.2.3 Contractor shall, within 60 calendar days of termination, close out the contract in accordance with contractual closeout procedures as provided in Article 6.2 – Close-Out Report.
- 2.2.4 By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG Provider(s) in accordance with state and federal CSBG requirements.

2.3 Budget Contingencies

2.3.1 *State Budget Contingency.*

- 2.3.1.1 It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
- 2.3.1.2 If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to

SUBVENTION AGREEMENT

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.

2.3.1.3 Pursuant to Cal. Gov. Code §12785, up to 3.5 percent of the discretionary funds is allocated to restore funding to the prior year's funding level for CSBG eligible entities. In the event the appropriation of the federal CSBG funds is significantly reduced, the CSBG discretionary funding may not be sufficient to restore funding to the prior year's funding level.

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 an 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.

SUBVENTION AGREEMENT

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.
- 2.4.4 *Notices.* Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. CSD encourages Contractor to adopt the DocuSign platform to facilitate the receipt of this Agreement. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

To **Contractor’s** address of record; and

To **CSD** at:

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

SUBVENTION AGREEMENT**ARTICLE 3 – AGREEMENT CHANGES****3.1 Amendment**

3.1.1 Formal amendments to this Agreement are required for changes to the term, amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

3.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.

3.1.3 *Extension Period.* If Contractor identifies that they will not fully expend 100 percent of the Agreement amount by the end of the period of performance, then Contractor shall submit written notification to their assigned Field Representative on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the period of performance or no later than November 16, 2023. Refer to Article 1.2.2 for period of performance. The CSD Form 425b shall include:

3.1.3.1 The reason(s) the Contractor will not fully expend 100 percent of the Agreement amount by the end of the performance period; and

3.1.3.2 The date (January 31, February 28, March 31, April 30, or May 31, 2024) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.

3.1.3.3 The acknowledgement of the adjusted Closeout timeline, as stated in Article 6.2.1 of the agreement.

3.1.4 CSD Form 425b is located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

3.1.5 All requests for an Extension Period are subject to CSD approval.

3.2 Minor Modification

3.2.1 Any request(s) for modification to CSBG Fiscal Data or Work Plan documents

SUBVENTION AGREEMENT

must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration date of this Agreement.

- 3.2.2 Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*.

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution, and Minutes

- 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, and date each board seat was vacated. Contractor is responsible to notify CSD of any changes to the tripartite board within 30 calendar 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

SUBVENTION AGREEMENT

body within 30 calendar 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 calendar 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.

Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

4.1.3 Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative. Regularly scheduled board meetings shall be held in accordance with Contractor's bylaws.

4.1.4 In addition to the minutes referenced in Article 4.14, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at

SUBVENTION AGREEMENT

CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative.

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings

Contractors shall make every effort to attend all trainings and quarterly CSP meetings associated with CSD.

4.3 Internal Control Certification

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

- 4.3.1 Segregation of duties appropriate to safeguard State assets;
- 4.3.2 Access to Contractor assets is limited to authorized personnel who require these assets in the performance of their assigned duties;
- 4.3.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4.3.4 Practices to be followed in performance of duties and functions;
- 4.3.5 Personnel of a quality commensurate with their responsibilities; and
- 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

SUBVENTION AGREEMENT

confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.), and the Federal Privacy Act of 1974, as amended (5 USC § 552a).

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

SUBVENTION AGREEMENT

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

4.6.1.1 When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

4.6.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

4.6.1.3 In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within 30 calendar days of expiration of insurance.

4.6.1.4 In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

4.6.2 *Workers' Compensation Insurance.*

4.6.2.1 Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.6.2.2 Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the California Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

SUBVENTION AGREEMENT

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

SUBVENTION AGREEMENT

damage. Driving to and from place of business is not within the scope of employment.

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

4.7 System Security Requirements

Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and federal laws and regulations as may apply. The parties hereto agree to requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM). In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

4.8 Services Offered

Data exchange between CSD and Contractor shall be handled through one of three methods: (1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or (2) utilize CSD web applications as configured by the Contractor technology vendor; or (3) via email using security protocols, such as encryption and redaction, for any sensitive data.

4.9 Data Protection

- 4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.3 Data exchanged between CSD and Contractor via email communication must have all personally identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any

SUBVENTION AGREEMENT

attachments that have sensitive data using encryption tools and configurations as required by CSD.

- 4.9.4 Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.10 Contractor Systems Security

- 4.10.1 The physical location of the computing and data storage devices (e.g., servers) 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 appropriate identification, authentication, and authorization 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 Contractor shall securely destruct data by sanitizing media prior to disposal.
- 4.10.4 Contractor shall keep security patches, anti-virus, and anti-malware software up to date on all systems on which data may be used.

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 Stored Communications 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 written 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's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are

SUBVENTION AGREEMENT

not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

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.

4.15 Travel and Per Diem

4.15.1 Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

4.15.2 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.474) or any amendments thereto, as applicable.

4.15.3 In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.16 Codes of Conduct

4.16.1 *Written Standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and

SUBVENTION AGREEMENT

administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.16.2 *Self-Dealing Prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR § 75.327, or subsequent amendments to these requirements.

4.17 Conflict of Interest

4.17.1 Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement 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 submit a written report to CSD within 45 days 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

SUBVENTION AGREEMENT

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.

Eligible Bidders. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

SUBVENTION AGREEMENT

- 4.19.2 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4.19.3 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 4.19.4 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
- 4.19.5 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least 15 calendar days prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed.
- 4.19.6 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.19.7 Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.20 Use and Disposition of Vehicles and Equipment

- 4.20.1 Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and § 75.439).

SUBVENTION AGREEMENT

- 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

SUBVENTION AGREEMENT

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.

4.20.3.3 Pursuant to 45 CFR 75.307(d), (*see also* 45 CFR § 75.2 “Program Income”), sale proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (including 45 CFR §§ 75.318, 75.320 and 75.321).

4.21 Subcontracts

4.21.1 Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.

4.21.2 *Notification of Subcontract Execution.*

4.21.2.1 Contractor shall provide annual written notification to CSD within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

4.21.2.2 This annual written notification shall also include a certification that, to the best of Contractor’s knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.

4.21.2.3 If CSD determines that Contractor has executed a subcontract with an

SUBVENTION AGREEMENT

individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

- 4.21.2.4 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75, Subpart E – Cost Principles).
- 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 business days of receipt of notice of such action.

SUBVENTION AGREEMENT**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.
- 5.1.2 Contractor shall submit the CSBG Contract Budget Narrative form (CSD 425.1.4) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- 5.1.3 *Administrative Expenses.* For the purpose of administrative expenditures, and pursuant to Cal. Gov. Code § 12781(c)(1)(D), Contractor shall use funds allocated under this Agreement in an amount not to exceed 12 percent of the total operating budget of its community action program(s) only, including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) and the Low-Income Household Water Assistance Program (LIHWAP) in excess of the LIHEAP and LIHWAP contractual limitations by the Contractor's agency.

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

- 5.1.3.1 A qualifying community action program is defined by Cal. Gov. Code § 12750(b) as:

SUBVENTION AGREEMENT

A “locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.”

5.1.3.2 Community action programs typically:

5.1.3.2.1 Maintain a tripartite board of directors or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

5.1.3.2.2 Serve the purposes and goals of the federal Community Services Block Grant Act, Section 672 (42 USC § 9901) and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

- 5.1.4 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 10 percent de minimis indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).
- 5.1.5 *Budget modifications require pre-approval by CSD.* No originally approved budget line item may be increased or decreased by more than 10 percent (10%) without prior CSD approval. Contractor shall submit a CSD 425b, *Justification for Contract Amendment/Modification and updated budget forms to request a budget modification.*

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

SUBVENTION AGREEMENT

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.
- 5.3.2 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 the U.S. Department of Health and Human Services at:

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

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

5.4 Advance Payments – Liquidation of Advance

SUBVENTION AGREEMENT

- 5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures at the seventh monthly reporting period of the period of performance, or when the Contractor has expended 75 percent of the maximum amount of this Agreement.
- 5.4.2 CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the period of performance. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance. If the original contract is granted a term extension, this does not extend the advance repayment period.
- 5.4.3 If the advance repayment is not fully paid by the end date of the original contract term, then CSD will offset any subsequent reimbursement of approved expenditures to fully repay the advance repayment.

5.5 Advance Payments – Lien Rights

The State retains lien rights on all funds advanced.

5.6 Payments

- 5.6.1 Upon approval of Contractor deliverables CSD shall issue payments (as specified by Contractor on the CSD 425.S and CSD 627) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- 5.6.2 Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

SUBVENTION AGREEMENT**ARTICLE 6 – FINANCIAL REPORTING****6.1 Fiscal Reports**

- 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-22-01, CSBG Financial Reporting Policies and Procedures, which is available online at the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 6.1.2 Contractor shall submit adjustments in accordance with CPN-C-22-01.
- 6.1.3 Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in EARS on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

6.2 Close-Out Report

- 6.2.1 Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended and according to the timelines below. The close out report must be submitted for both the CSBG and Discretionary portions of the contract amount. The close out report must be submitted according to the following Period of Performance timeline:
- Period of Performance: January 1, 2023-December 31, 2023; Closeout due March 30, 2024 (90 calendar day closeout)
 - Period of Performance: January 1, 2023-March 31, 2024; Closeout due June 30, 2024 (90 calendar day closeout)
 - Period of Performance January 1, 2023-April 30, 2024; Closeout due June 30, 2024 (60 calendar day closeout)
 - Period of Performance January 1, 2023-May 31, 2024; Closeout due June 30, 2024 (30 calendar day closeout)
- 6.2.2 The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program

SUBVENTION AGREEMENT

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 Local Agencies Portal at <https://agencies.csd.ca.gov/>.

- 6.2.3 All close-out forms must be submitted electronically via email to CSBG.Div@csd.ca.gov.
- 6.2.4 Final expenditures must be submitted by entry into EARS by June 25, 2024.
- 6.2.5 All adjustments must be submitted in accordance with CPN-C-22-01.
- 6.2.6 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.
- 6.2.7 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, 2024.

6.3 Transparency Act Reporting

- 6.3.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
- 6.3.2 Pursuant to the FFATA reporting requirements (2 CFR Part 170), CSD is required to report information regarding contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD Form 279, located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>, and return with the signed contract to ensure compliance.
- 6.3.3 CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

SUBVENTION AGREEMENT**ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING****7.1 Discretionary Funds Requirements**

7.1.1 Contractor shall complete the following documents, available on the Local Agencies Portal, satisfactory to CSD in form and substance, and submit to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies.

7.1.1.1 CSBG Contract Discretionary Contract Budget Summary (CSD 627S);

7.1.1.2 CSBG Discretionary Budget Support Personnel Cost (CSD 627A);

7.1.1.3 CSBG Discretionary Budget Support Non-Personnel Cost (CSD 627B);

7.1.1.4 CSBG Discretionary Budget Contract Budget Narrative (CSD 627C); and

7.1.1.5 CSBG Workplan/Progress Report (CSD 626FR) is not required. All discretionary tasks shall be described in the CSD 641 Workplan.

7.1.2 *Administrative Cap.* The discretionary allocation is subject to an administrative cap of 12 percent of the total discretionary funds received.

7.1.3 *Advance Payments.* Advances are not available on the 2023 Discretionary Funds.

7.1.4 *Fiscal Reporting.* Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in EARS on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

7.1.5 *Programmatic Reporting.* A separate discretionary programmatic report is not required. All discretionary programmatic activities shall be reported in the annual CSBG report, as applicable.

7.1.6 Discretionary funds must be 100 percent spent no later than December 31, 2023.

7.1.7 *Close-Out.* Contractor shall complete and submit all CSD close-out forms as required and outlined in Section 6.2.

SUBVENTION AGREEMENT

7.2 Fair Hearing for Denial of Client Benefits by Contractor

- 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 calendar days from the denial of assistance.
- 7.2.2 Within five business 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, 2024 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2023 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, 2023, through December 31, 2023. Contractor must complete and submit the CSBG Annual

SUBVENTION AGREEMENT

Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and or 641B Module 4 Targets as part of the contract deliverables. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and entering the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2023 must be completed and submitted with the contract deliverables. A copy of the forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

- 7.4.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2023, through December 31, 2023. 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, 2024. Access to the eGov system is available at: <https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn>.

7.4.5 Contractor shall be required to collect programmatic outcomes associated with services provided under an extended period of performance covering the period January 1, 2024 through the extended period of performance as specified on the STD 213. Contractor must submit the programmatic outcomes through this period with the following year's annual report information.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit, and Investigate

- 8.1.1 Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 8.1.2 Contractor shall make available all reasonable information necessary to substantiate expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a

SUBVENTION AGREEMENT

reasonable request.

8.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with applicable federal and state requirements, with particular reference to 42 USC §§ 9914-9916, and 22 Cal. Code Regs. § 100730, as amended.

8.1.4 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds

8.2.1 As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.

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

SUBVENTION AGREEMENT

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 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.3.3 *Notice After Review of Further Supporting Evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in Article 8.3.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with this Agreement, for CSD's final determination of disallowed costs.
- 8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.

SUBVENTION AGREEMENT

8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Article 8.3.

8.4 Auditing Standards

8.4.1 *Applicability.* The standards set forth in in 2 CFR § 200.500 et seq. are hereby incorporated by reference.

8.4.2 *Supplemental Audit Guide.* In addition to the applicable audit requirements specified in Article 8.4.1, Contractor must follow the most current CSD Supplemental Audit Guide, which is incorporated into this Agreement by reference and may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

8.5 Audit Reports

8.5.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §§ 200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards,” December 2011 Revision, as amended, or the 2018 revision effective for financial audits, attestation engagements, and reviews of financial statements for periods ending on or after June 30, 2023.

8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.

8.5.3 The financial and compliance audit report shall contain a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All CSBG grants shall be reported separately on the SEFA, i.e., CSBG; Discretionary. In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for **each** contract whose **term ends** during the single-audit fiscal year shall be included in that year’s single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD’s Supplemental Audit Guide.

SUBVENTION AGREEMENT

- 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 calendar 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 - § 75.375 "Remedies for Noncompliance": (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by CSD; (b) 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; (c) wholly or partly suspend (suspension of award activities) or terminate the award; (d) 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; (e) withhold further federal awards for the project or program; and (f) take other remedies that may be legally available.

SUBVENTION AGREEMENT

- 8.6.2 *Collection of Disallowed Costs.* Contractor shall have no less than ten business days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.6.3 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Financial Services Unit (FSU) to send an invoice. Contractor will tender payment to FSU or negotiate a repayment plan acceptable to FSU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

- 8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, for cost disallowances/recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 USC §§ 9914-9916), in the Code of Federal Regulations, and in state regulations, with particular reference to 22 Cal. Code Regs. § 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that Article 8.7 shall: (a) guide, inform and clarify the Enforcement Process; (b) establish the procedures to be followed; and (c) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

- 8.7.2 *Definitions.*

Enforcement Action. For purposes of this Article, "Enforcement Action" shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement Actions may include any of the following: (a) "High-Risk" designation; (b) a determination of cost disallowance; (c) contract suspension; (d) contract termination; or (e) termination of Contractor's designation as eligible entity.

High Risk Designation refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial

SUBVENTION AGREEMENT

instability, is subject to Enforcement Action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.

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

SUBVENTION AGREEMENT

financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information: (a) the nature of the Special Condition(s) and/or Sanction(s) being imposed; (b) the reason(s) for imposing Special Condition(s) and/or Sanction(s); and (c) the corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

8.7.4.2 Special Conditions may include but are not limited to: (a) requiring Contractor to obtain training and/or technical assistance; (b) imposition of special or additional reporting requirements; (c) special or conditional cost reimbursement requirements and procedures; (d) provision of documentation by Contractor; and/or (e) requiring Contractor to amend or modify systems, procedures, and/or policies.

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

8.7.4.4 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that: (a) substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or (b) associated costs are otherwise very likely to be disallowed; and (c) taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

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

8.7.5.1 If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.

8.7.5.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

SUBVENTION AGREEMENT

8.7.5.3 *Hearing.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request a hearing for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.

8.7.5.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 Cal. Code Regs. § 100780.

8.7.5.5 Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

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

SUBVENTION AGREEMENT

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.

8.7.6.6 *Right to Dispute Notice.* Not later than five business days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 Cal. Code Regs. § 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, in a combined proceeding.

8.7.6.7 *Waiver of Right to Dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided in Article 8.7.6.6, the Notice of Disallowed Costs shall be deemed final, and Contractor shall be obligated to comply with the requirements of the Notice.

8.7.6.8 Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to: (a) federal requirements

SUBVENTION AGREEMENT

or conditions applicable to the grant(s) under which the disallowed costs were funded; (b) the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law; (c) the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and (d) Contractor's financial condition and ability to pay.

- 8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on High-Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High-Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of High-Risk Designation, CSD shall give Contractor written notice of such determination.
- 8.7.8 *Further Enforcement Action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High-Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 Cal. Code Regs. § 100780 and other applicable State and federal statutes and regulations.
- 8.7.9 *Contractor's Status During Federal Review Period.* The final decision with respect to any enforcement action which involves contract termination, cost 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 review requirements pursuant to Section 678C of the Community Services Block Grant Act, (42 USC § 9915), 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.

SUBVENTION AGREEMENT**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, and any subcontractor(s):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not, within a three-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;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and
- d. 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.

9.1.2 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

- 9.1.3 Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.2 Federal Requirements

- 9.2.1 Salary Limitation – Federal Executive Level II. None of the funds appropriated for this Act shall be used to pay the salary of an individual, through the grant or other extramural mechanism including non-federal share, at a rate in excess of Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities' organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

- 9.2.1.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

- 9.2.2 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC § 7104). The full text of this requirement can be found at <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

- 9.2.3 Prohibition on Use or Procurement. Pursuant to the “Prohibition on certain telecommunications and video surveillance services or equipment” (2 CFR § 200.216), contractors are prohibited from expending grant funds on “equipment, services, or systems that uses covered telecommunications equipment or services

SUBVENTION AGREEMENT

as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at [Electronic Code of Federal Regulations \(eCFR\)](#).

9.3 Affirmative Action Compliance

- 9.3.1 Each contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- 9.3.2 The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 60-1.40, §§ 60-2.10 through 60-2.32, and §§ 60-741.1 through 60-741.47.
- 9.3.3 Each contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall fully comply with the requirements thereof.

9.4 Nondiscrimination Compliance

- 9.4.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- 9.4.2 Contractor hereby certifies compliance with the following:
- a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
 - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
 - c. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
 - d. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (41 CFR Subtitle B, Part 60-300);

SUBVENTION AGREEMENT

e. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended (41 CFR Chapter 60); and

f. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.).

9.5 Specific Assurances

- 9.5.1 **Smoking Prohibitions.** In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- 9.5.2 This Agreement incorporates by reference all provisions set forth in “Child Support Services and Referrals”, under 42 USC § 9919(b).
- 9.5.3 *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.
- 9.5.4 *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 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers’ Compensation laws (Labor Code §§ 3200 et seq.).

SUBVENTION AGREEMENT

9.5.5 *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.

9.5.6 *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 under 45 CFR Part 93 (Appendix A).

9.6 Subrecipient Monitoring

Contractor must obtain a Unique Entity Identifier (UEI) assigned by the System for Award Management (SAM.gov). CSD is required to check SAM.gov to verify that Contractor and subrecipients are not debarred, suspended, or ineligible. The UEI is a 12-character alphanumeric ID assigned by SAM.gov.). CSD is also required to conduct risk assessments of Contractor in accordance with 45 CFR § 75.352(b), and monitoring for each program, function, and activity (45 CFR § 75.342 & 45 CFR § 75.352.)

9.7 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide written response. Termination shall be at the sole discretion of the State.

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 Agreement 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.

Agreement Term: The timeframe of this Agreement as specified on the Agreement face sheet (STD 213) including the established Period of performance and an extended period granted upon approval to the Contractor by CSD.

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 USC § 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 USC § 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.

SUBVENTION AGREEMENT

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.

Equipment: An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.

Extended Period of Performance: An extension to the Period of Performance provided to Contractor upon approval if Contractor does not expect to complete award activities during the Period of Performance.

Limited Purpose Agency (LPA): A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 USC § 9910(b)(2).

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.

Modification: An immaterial change to this Agreement that does not require an Amendment.

Native American Indian Program (NAI): A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of ‘eligible entity’ as defined in subdivision (g) of § 12730. An NAI may be considered a ‘public organization’ for purposes of tripartite board requirements or other mechanisms of governance in

SUBVENTION AGREEMENT

accordance with 42 USC § 9910(b)(2).

- Parties: CSD on behalf of the State of California, and the Contractor.
- Period of Performance: Time during which Contractor is expected to complete award activities and expend approved funds.
- Program: The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
- State: The State of California Department of Community Services and Development.
- Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
- Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.
- Total Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

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)

- C. CSBG Annual Work Plan Modules 3 and 4. Annual programmatic work plan covers the proposed programmatic activities from January 1, 2023, through December 31, 2023. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641-1 Module 3 Targets and or 641-2 Module 4 Targets.
Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and providing the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2023 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/h>.

SUBVENTION AGREEMENT

- D. Certification Regarding Lobbying/Disclosure of Lobbying Activities
- E. California Contractor Certification Clauses (CCC 04/2017)
- F. CSD Federal Accountability and Transparency Act Report (CSD 279)
- G. Agency Staff and Board Roster (CSD 188)

The following documents are hereby incorporated by reference:

- Attachment A: 2023 CSBG Allocation Spreadsheet
- Attachment B: Supplemental Audit Guide