

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.29
(ID # 30108)

MEETING DATE:
Tuesday, June 02, 2026

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve Acceptance of Grant Funds and Allocation Notification and Award No. ALLOC-25-0024 from the California Department of Social Services (CDSS) for the Border Shelter Services for Immigrants (BSSI) Program in the Amount of \$4,473,389; Ratify and Approve the Form of Subrecipient Agreement HWSCoC-95237-001-06/28 with Galilee Center, Inc., Effective July 1, 2025 through June 30, 2028 in an Amount not to Exceed \$794,185; Ratify and Approve the Form of Memorandum of Understanding HWSCoC-MOU-0000043 with Emergency Management Department, Effective July 1, 2025 through June 30, 2026 in an Amount not to Exceed \$191,504; All Districts. [Total Cost: \$4,473,389; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve acceptance of grant funds and approve Allocation Notification and Award No. ALLOC-25-0024 from the California Department of Social Services (CDSS) for the Border Shelter Services for Immigrants (BSSI) (Attachment A) Program in the amount of \$4,473,389, for the period beginning July 1, 2025 through June 30, 2028, to reimburse eligible shelter and supportive service costs previously reimbursable under the Federal Emergency Management Agency (FEMA) Shelter Services Program (SSP), which has since been rescinded, for families and individuals encountered by U.S. Customs and Border Protection (CBP);

Continued on page 2

ACTION:Policy


Heidi Marshall, Director 4/16/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 2, 2026
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and approve the form of Subrecipient Agreement HWSCoC-95237-001-06/26 with Galilee Center, Inc. (Attachment B), for an amount not to exceed \$794,185, effective July 1, 2025, through June 30, 2026, and authorize the Director of Housing and Workforce Solutions, or designee, to execute the Subrecipient Agreement, substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel;

3. Ratify and approve the form of Memorandum of Understanding HWSCoC-MOU-0000043 with Emergency Management Department (Attachment C), for an amount not to exceed \$191,504, effective July 1, 2025, through June 30, 2026, and authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute the Memorandum of Understanding, substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel;

4. Authorize the Director of HWS, or designee, to administer all actions necessary related to the implementation and administration of the BSSI grant, including the Allocation Notification and Award No. ALLOC-25-0024, Subrecipient Agreement, and MOU, subject to the terms and conditions of the BSSI Allocation Notification and Award, and as approved as to form by County Counsel, to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Subrecipient Agreement and MOU; and (b) sign amendments extending the period of performance for the grant projects; and (c) sign amendments to the compensation provisions of the Subrecipient Agreement and MOU that do not exceed the total aggregate allocation of the BSSI grant, consistent with CDSS approval and available funding; and

5. Direct the Purchasing Agent to issue Purchase Order(s) for Subrecipient Agreement HWSCoC-95237-001-06/26 with Galilee Center, Inc. for FY 25/26 within the approved funding amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$4,473,389	\$ 0	\$4,473,389	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In Summer 2023, the Federal Emergency Management Agency (FEMA) launched the Shelter Services Program (SSP), which awarded Riverside County Housing and Workforce Solutions (HWS) \$13,101,480 to support program operations through September 2026. On March 11,

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

2025, FEMA issued a Remedy for Noncompliance letter which paused program operations. Then, on April 1, 2025, FEMA formally discontinued the SSP, citing misalignment with newly issued Executive Orders eliminating federal aid to asylum seekers. As a result, HWS was not able to receive reimbursement for the \$4,872,680.03 of eligible migrant and supportive services costs that had already been incurred for the program by HWS and its subrecipients.

To mitigate the resulting funding gap, the California Department of Social Services (CDSS) allocated funding totaling \$4,473,388.26 through the Border Shelter Services for Immigrants (BSSI) Program to cover approximately 92% of those previously incurred costs. This new funding will be distributed as follows:

Agency Name	Original Costs Incurred	CDSS Funding Distribution	Unreimbursed Costs
Galilee Center, Inc.	\$4,281,883.88	\$4,281,883.88	\$0
County of Riverside - Emergency Management Department (EMD)	\$518,264.04	\$191,504.38	\$326,759.66
County of Riverside - Housing and Workforce Solutions (HWS)	\$69,141.03	\$0	\$69,141.03
County of Riverside – Riverside University Hospital System (RUHS)	\$3,391.08	\$0	\$3,391.08
Total	\$4,872,680.03	\$4,473,388.26	\$399,291.77

Program History and Operations

Housing and Workforce Solutions (HWS) received \$13,101,480 in FEMA Fiscal Year 2023 SSP (FY23 SSP) grant funding approved by the Board of Supervisors on February 6, 2024 (Minute Order 3.21). A competitive application for FEMA FY23 SSP Grant Funds was made available through a Request for Proposal No. COARC-0019 on December 21, 2023, in accordance with county procurement guidelines. There was one proposal submitted in response to the bid, which closed on January 18, 2024. An Independent Review Panel made up of three non-conflicted evaluators reviewed the proposal and determined Galilee Center, Inc., presented the most comprehensive and cost-effective plan for addressing the needs and would be awarded the grant funds to proceed with the project.

Under the SSP framework:

- Emergency Management Department (EMD) provides transportation to non-citizen migrants from CBP stations to Galilee Center and assists with onward transportation.
- Galilee Center, Inc. provides interim shelter, food, case management, and supportive services.

Since March 2021, Riverside County has served more than 93,550 individuals legally seeking asylum.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

There is no negative impact on residents and business in the County of Riverside. The acceptance of BSSI funds ensures continuity of humanitarian services while preventing unreimbursed County expenditures.

Additional Fiscal Information


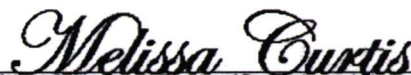
If additional grant funds are awarded to the department, a motion has been added to allow the Purchasing Department to issue additional purchase orders on behalf of Housing and Workforce Solutions. If the Board of Supervisors approves the acceptance of these additional funds, the Purchasing Department will simultaneously be authorized through this motion to increase the purchase orders to the appropriate approved contract amounts.

Contract History and Price Reasonableness

Galilee Center is currently under Subrecipient Agreement No. HWSCoC-0000073. The proposed Subrecipient Agreement No. HWSCoC-95237-001-06/28 allows for reimbursement of costs previously incurred but not reimbursed under Subrecipient Agreement No. HWSCoC-0000073.

ATTACHMENTS:

- Attachment A: Allocation Notification and Award No. ALLOC-25-0024 (CDSS)
- Attachment B: Form of Subrecipient Agreement No. HWSCoC-95237-001-06/26 with Galilee Center, Inc.
- Attachment C: Form of Memorandum of Understanding HWSCoC-MOU-0000043 Emergency Management Department

 Erika Lara, Procurement Contract Specialist	4/16/2026	 Melissa Curtis, Deputy Director of Purchasing and Fleet	4/20/2026
--	-----------	---	-----------

 Stacey Pena, EO Management Analyst	5/26/2026
---	-----------

 Aaron Gettis, Chief Deputy County Counsel	5/20/2026
--	-----------

**County of Riverside
Department of Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501**

and

Galilee Center, Inc.

**Subrecipient Agreement for the
Border Shelter Services for Immigrants**

HWSCoC-95237-001-06/26



**HWS HOUSING AND
WORKFORCE
SOLUTIONS**
ENGAGE. ENCOURAGE. EQUIP.



TABLE OF CONTENTS

1. DEFINITIONS4

2. DESCRIPTION OF SERVICES5

3. PERIOD OF PERFORMANCE6

4. COMPENSATION.....6

5. FUNDING REQUIREMENTS6

6. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS.....6

7. TERMINATION FOR CONVENIENCE.....7

8. TERMINATION FOR CAUSE.....7

9. REQUEST FOR WAIVER AND WAIVER OF BREACH.....8

10. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL8

11. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST.....8

12. RECORDS, INSPECTIONS, AND AUDITS9

13. CONFIDENTIALITY.....11

14. PERSONALLY IDENTIFIABLE INFORMATION.....11

15. HOLD HARMLESS/INDEMNIFICATION.....11

16. INSURANCE.....12

17. WORKERS' COMPENSATION13

18. VEHICLE LIABILITY13

19. COMMERCIAL GENERAL LIABILITY14

20. PROFESSIONAL LIABILITY14

21. INDEPENDENT CONTRACTOR14

22. USE BY OTHER POLITICAL ENTITIES.....15

23. NO DEBARMENT OR SUSPENSION.....15

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES.....15

25. INSPECTIONS.....15

26. CORE COMPONENTS OF HOUSING FIRST16

27. EMPLOYMENT PRACTICES.....16

28. CHILD SUPPORT COMPLIANCE ACT17

29. DRUG FREE WORKPLACE CERTIFICATION.....17

30. PERSONNEL.....17

31. SUBCONTRACTS18

32. SUPPLANTATION19

33. ASSIGNMENT19

34. FORCE MAJEURE.....19

35. GOVERNING LAW19

36. DISPUTES20

37. ADMINISTRATIVE/CONTRACT LIAISON.....20

38. CIVIL RIGHTS COMPLIANCE20

39. NOTICES.....21

40. SIGNED IN COUNTERPARTS21

41. ELECTRONIC SIGNATURES21

42. MODIFICATION OF TERMS.....22

43. ENTIRE AGREEMENT.....22

List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – PII Privacy and Security Standards

Attachment II – Assurance of Compliance

Attachment III – Subrecipient Payment Request

Attachment IV – BSSI Time/Activity Report

Attachment V – Allocation Notification and Award ALLOC-25-0024

Attachment VI – HIPAA Business Associate Agreement

This Subrecipient Agreement for the Border Shelter Services for Immigrants program (herein referred to as “Agreement”) is made and entered into by and between Galilee Center, Inc., a nonprofit corporation (“Galilee”) (herein referred to as “SUBRECIPIENT”) and the County of Riverside, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions (herein referred to as “COUNTY”).

WHEREAS, FEMA awarded COUNTY \$13,101,480 in FEMA Shelter and Services Program (SSP) funding pursuant to Standard Agreement EMW-2023-SP-05075; and,

WHEREAS, FEMA awarded COUNTY \$6,011,261 in FEMA Shelter and Services Program – Allocated (SSP-A) funding pursuant to Standard Agreement EMW-2024-SP-05079; and,

WHEREAS, SSP and SSP-A provided funds to state, local, tribal, and nonprofit organizations to support the temporary sheltering and other eligible activities, including facility improvements, in order to support noncitizen migrants who have been encountered and released by the Department of Homeland Security (DHS); and,

WHEREAS, on April 1, 2025 FEMA notified COUNTY that the all DHS/FEMA awards were terminated;

WHEREAS, on June 27, 2023, the Governor of the State of California signed into law SB-101 Budget Act of 2023, item 5180-151-0001 of the Budget Act of 2023 to include Reimbursement for Special Programs in accordance with Chapter 5.6, commencing with Section 13300 of Part 3 of Division 9 of the Welfare and Institutions Code;

WHEREAS, COUNTY was selected as an eligible applicant for Border Shelter Services for Immigrants (BSSI) Program through the California Department of Social Services (CDSS) funding to reimburse the COUNTY and SUBRECIPIENT for services provided under the now terminated FEMA SSP and SSP-A grant allocations; and,

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of BSSI funds that are consistent with Chapter 5.6, commencing with Section 13300 of Part 3 of Division 9 of the Welfare and Institutions code; and,

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. “Administrative Entity” means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer BSSI Program funds.
- B. “BSSI” refers to the Border Shelter Services for Immigrants Program.
- C. “CBP” refers to the United States Customs and Border Protection.
- D. “CDSS” refers to the California Department of Social Services.
- E. “Budget Amendment” means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.

- F. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- G. "COUNTY" or "HWS" means the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- H. "DHS" refers to the Department of Homeland Security.
- I. "Expend" or "Expended" means all BSSI funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- J. "FEMA" refers to the Federal Emergency Management Agency.
- K. "Obligate" or "Obligated" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the BSSI funds allocated to SUBRECIPIENT pursuant to this Agreement.
- L. "Participant(s)" refers to individual(s) who receive services funded by this Agreement.
- M. "RFP" means a Riverside County Request for Proposal.
- N. "Subcontract" means to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- O. "SUBRECIPIENT" means Galilee Center, Inc., including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Galilee Center, Inc. are used interchangeably in this Agreement.
- P. "Target Population" means any person who is released from DHS custody.

2. DESCRIPTION OF SERVICES

- A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.
- B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.

D. Acceptance by COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2025 ("Effective Date") and continues in effect through June 30, 2026, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are to be fully performed by June 30, 2026.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of FEMA-BSSI funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by the County Expenditure Deadline set forth in Section A.5 of Schedule A. Any BSSI funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by the County Expenditure Deadline or termination of this Agreement, whichever is sooner, shall be returned to COUNTY within five (5) business days.

5. FUNDING REQUIREMENTS

A. In signing this Agreement and thereby accepting the BSSI funds hereunder, SUBRECIPIENT agrees to comply with all terms and conditions of this Agreement and all applicable conditions set forth in the Allocation Notification and Award ALLOC-25-0024 between COUNTY and CDSS, as a subrecipient/subgrantee of COUNTY. The Allocation Notification and Award ALLOC-25-0024 between COUNTY and CDSS ("Grant Agreement") is attached hereto and incorporated herein as Attachment V. SUBRECIPIENT also agrees to cooperate with COUNTY and provide necessary information to ensure funding and reporting obligations are met under the Grant Agreement.

B. As a condition of funding, SUBRECIPIENT shall:

1. Perform the work in accordance with federal, state, and local housing and building codes as applicable.
2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by COUNTY, SUBRECIPIENT, or any subcontractor, in performing the work or any part of it.
4. Agree to include all the terms of this Agreement, including the applicable G Agreement(s) in each subcontract.

6. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by CDSS. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by CDSS. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing and this Agreement shall be deemed terminated having no further force or effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

7. TERMINATION FOR CONVENIENCE

- A. COUNTY may terminate this Agreement without cause by giving thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- B. After receipt of the notice of termination, SUBRECIPIENT shall:
- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- C. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

8. TERMINATION FOR CAUSE

- A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause shall include, but is not limited to:
- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
 - (2) use of, or permitting the use of BSSI funds provided under this Agreement for any ineligible activities;
 - (3) any failure to comply with the deadlines set forth in this Agreement;
 - (4) violation of any federal or state laws or regulations; or
 - (5) withdrawal of CDSS's expenditure authority.
- B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:
- (1) Bar the SUBRECIPIENT from applying for future BSSI funds;

- (2) Revoke any other existing BSSI award(s) to the SUBRECIPIENT;
- (3) Require the return of any unexpended BSSI funds disbursed under this Agreement;
- (4) Require repayment of BSSI funds disbursed and Expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of BSSI funds including, but not limited to recaptured funds and returned funds;
- (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with BSSI requirements; and,
- (7) Seek such other remedies as may be available under this Agreement or any law.

C. After receipt of the notice of termination, SUBRECIPIENT shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

9. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by the authorized representatives of the parties. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcing the terms of this Agreement.

10. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

SUBRECIPIENT agrees that all materials, reports, or products, in any form including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

11. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest

shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

- B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.
- E. "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

12. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, CDSS, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, CDSS, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, CDSS, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with

Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), BSSI program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

- C. SUBRECIPIENT agrees to provide CDSS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.I.
- D. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. BSSI administrative funds may be used to fund this expense.
 - (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.
- E. SUBRECIPIENT shall fully document all purchases made under this grant per 2 C.F.R. § 200.403(g). CDSS may at any time request copies of any relevant documentation and records, including purchasing documentation. The following documentation for federally funded purchases is required to be maintained for at least three years from the date the final FFR is submitted:
 - (1) Specifications;
 - (2) Solicitations;
 - (3) Competitive quotes or proposals;
 - (4) Basis for selection decisions
 - (5) Purchase orders;
 - (6) Contracts;
 - (7) Invoices;

(8) Cancelled checks.

13. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement (“confidential information”) and shall comply with terms of the Business Associate Agreement attached hereto as Exhibit IX. Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT’s obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code section 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT’s staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

14. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual’s name, social security number, driver’s license number, identification number, biometric records, date of birth, place of birth, or mother’s maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.
- B. SUBRECIPIENT may use or disclose PII only to perform functions, activities, or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached hereto and incorporated herein as Attachment I. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

15. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

16. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence each such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work, or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

17. WORKERS' COMPENSATION

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

18. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

19. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

19.1 SEXUAL ABUSE OR MOLESTATION LIABILITY

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

20. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

21. INDEPENDENT CONTRACTOR

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that

SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

22. USE BY OTHER POLITICAL ENTITIES

The SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

23. NO DEBARMENT OR SUSPENSION

SUBRECIPIENT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the BSSI program, the COUNTY, its subcontractors, and all eligible activities including but not limited to federal laws and regulations in Attachment II. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

SUBRECIPIENT shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY and CDSS upon request.

25. INSPECTIONS

A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with CDSS.

B. CDSS shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with CDSS.

- C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

26. CORE COMPONENTS OF HOUSING FIRST

SUBRECIPIENT shall ensure that any housing-related activities funded with BSSI funds, including, but not limited to, emergency shelter, rapid re-housing, Rental Assistance, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

27. EMPLOYMENT PRACTICES

A. SUBRECIPIENT and its subcontractors shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its subcontractors shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code § 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. In the provision of benefits, SUBRECIPIENT and its subcontractors shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

28. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

29. DRUG FREE WORKPLACE CERTIFICATION

By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and,
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
 - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

30. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.

- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.

- C. Background Checks
 SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received criminal background records check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

31. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of BSSI funds by the County Expenditure Deadline set forth in Section A.5 of Schedule A.
- G. A competitive bidding process must be followed for all services that exceed \$100,000.

32. SUPPLANTATION

SUBRECIPIENT shall not use BSSI funds under this Agreement to supplant any existing local funds for Shelter and Services Program. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of COUNTY.

33. ASSIGNMENT

SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY and a formal amendment to this Agreement to affect such delegation or assignment. Any attempt to delegate or assign any interest herein without the prior written consent of COUNTY shall be deemed void and of no force or effect.

34. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

36. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

37. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. SUBRECIPIENT shall sign and date Attachment II and return it to COUNTY along with the executed Agreement. SUBRECIPIENT shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance.

B. Client Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel.

Civil Rights Complaints should be referred to:

HWS Program Administrator
Riverside County Department of Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside CA, 92501

C. Services, Benefits and Facilities

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section,

discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

39. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) business days after their deposit in the United States mail, postage prepaid:

HWS:

For Agreement, Program, Invoices and other financial document issues:
County of Riverside
Department of Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside CA, 92501

SUBRECIPIENT:

Galilee Center, Inc.
P.O. Box 308
Mecca, CA 92254

40. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

41. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of 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") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

42. MODIFICATION OF TERMS

This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

43. ENTIRE AGREEMENT

This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for SUBRECIPIENT: form-do not sign	Authorized Signature for COUNTY: form - do not sign
Printed Name of Person Signing: Gloria Gomez	Printed Name of Person Signing: Heidi Marshall
Title: Executive Director and Co-Founder Galilee Center, Inc.	Title: Director of Housing and Workforce Solutions
Date Signed:	Date Signed:

ATTEST:
Kimberly A. Rector

By: _____

Approval as to Form
County Counsel

By: 

Amrit Dhillon,

Deputy County Counsel

Date: _____

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$794,184.96. Said funds shall be spent according to the line-item budget below:

BUDGET CATEGORY	COST
Shelter	\$283,902.00
Food	\$93,147.85
Transportation	\$50,162.30
Acute Medical Care	\$6,630.90
Personal Hygiene	\$1,448.67
Labor for Primary Services	\$108,893.24
Renovations	\$250,000.00
TOTAL	\$794,184.96

Funds may be shifted between line items only with prior written approval by HWS; however, the reimbursement of funds cannot exceed the maximum reimbursable amount of \$794,184.96

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. Allowable Activities are set forth in Attachment VII. SUBRECIPIENT shall submit the following documents with each approved monthly invoice:
 - 1) Subrecipient Payment Request FORM 2076A (Attachment III)
 - 2) CDSS Time/Activity Report (Attachment IV)
 - 3) Alien Registration Number (A-Number) or evidence of DHS processing: a summary list reporting A-Numbers, names, corresponding DHS release dates of the served population, and corresponding service dates of the served population. SUBRECIPIENT must submit the information on an Excel spreadsheet file to COUNTY for review/approval with each Subrecipient Payment Request Form 2076A.
- b. SUBRECIPIENT must submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month.
- c. Except as otherwise set forth in Section A.5 of Schedule A, all completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 ELIGIBLE COSTS

All BSSI funds must be administered in compliance with the Rapid Response Program as established in Chapter 5.7, Division 9, Part 3 of the California Welfare and Institutions Code. These funds are restricted to delivering critical assistance to immigrants, including but not limited to:

- a. Medical screening and treatment needs identified by that screening.
- b. Temporary shelter that meets minimum habitability standards, including access to a bathroom, shower, and safe sleeping space. Sheltering may be provided through temporary direct housing support, rental of physical space or hotel rooms, or by operating a shelter.
- c. Shelter operations include, but are not limited to:
 - 1. Securing physical space and making any necessary modifications to that space as required by a fire marshal or other legal authority.
 - 2. Personnel to oversee the shelter, including security officers.
 - 3. Janitorial services
 - 4. Laundry services
 - 5. Insurance
- d. Food
- e. Clothing and other essential supplies
- f. Transportation
- g. Communications, including telephone and internet access, and translation services
- h. Outreach and case management to support the delivery of the services listed in this paragraph

A.4 ADMINISTRATIVE COSTS

Under this agreement, the SUBRECIPIENT may use no more than five percent (5%) of the awarded amount for administrative costs. COUNTY and/or CDSS shall make the final determination regarding the classification of expenditures as administrative costs or direct activity costs.

A.5 EXPENDITURE OF FUNDS

SUBRECIPIENT shall Expend one hundred percent (100%) of all funds under this Agreement by June 30, 2026 (“County Expenditure Deadline”). Unless approved by HWS in writing, all final requests for reimbursement of authorized BSSI expenditures under this Agreement must be submitted to HWS no later than 60 calendar days after the County Expenditure Deadline.

A.6 ADVANCES

COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall also complete the Subrecipient Payment Request Form 2076A (Attachment III). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. SUBRECIPIENT shall place the advance in an interest-bearing account. *HWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.*

A.7 INTEREST-BEARING ACCOUNTS

All proceeds from any interest-bearing account established by the SUBRECIPIENT for the deposit of BSSI funds, along with any interest-bearing accounts opened by the SUBRECIPIENT for the

deposit of BSSI funds, must be used for BSSI-eligible activities and reported on as required by CDSS and COUNTY.

A.8 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any budget amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS with no negative effect for both parties under the authority of HWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS. Any Cause due to SUBRECIPIENT's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.9 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with the provisions of this Agreement.

A.10 REPROGRAMMING OF BSSI FUNDS

CDSS allows for the COUNTY to reprogram funds under the BSSI Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The COUNTY, and with the approval of CDSS, reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and BSSI Program compliance under Health and Safety Code Section 50216 et seq.

During the course of the grant period, COUNTY will review SUBRECIPIENT's spending to determine the projected amount to be spent/unspent by the County Expenditure Deadline. If the spending trend falls below the projected spending, COUNTY may elect to recoup projected unused funds and reprogram such funds to provide funding in areas with higher need.

A.11 FISCAL ACCOUNTABILITY

- a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.
- b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

Schedule B
Scope of Services

B.1 APPLICATION

- A. SUBRECIPIENT has submitted to COUNTY an application in response to RFP COARC-0019 for BSSI funds (“Application”) to temporarily provide shelter, food, transportation, acute medical care, personal hygiene supplies, or labor necessary to manage cases to noncitizen migrants who were recently released from DHS custody. COUNTY is entering into this Agreement based on, and in substantial reliance upon, SUBRECIPIENT’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by COUNTY.

- B. SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

- C. SUBRECIPIENT shall work with the Target Population, which includes noncitizen migrants who were recently released from DHS custody.

B.2 SCOPE OF SERVICES

- A. Project Description
Shelter and Support Program

- B. Project Detail

Project Component Type:	Service
Funding Costs for:	Shelter and Support Program
Population Focus:	Noncitizen Migrants recently released from DHS/CBP custody through three border patrol stations: Murrieta, Indio, and Blythe.

C. Performance Measurements Outcome Statement

Outcomes (Data Analysis)
SUBRECIPIENT shall collect and report anticipated performance measures

Outcome Performance Measures	Total
Number of meals provided	No minimum
Number of nights of lodging provided	No minimum
Number of noncitizen migrants transported	No minimum
Number of acute medical care items provided, by type	No minimum
Number of personal hygiene supplies provided, by type	No minimum
Number of hours of labor paid to manage cases to provide these services	No minimum
Number of clothing items provided	No minimum
Number of noncitizen migrant served through translation services	No minimum
Number of noncitizen migrants served through outreach activities	No minimum
Number of renovation or modifications to existing	No minimum

B.5 COUNTY ROLES:

A. COUNTY will assign COUNTY staff to be responsible for the following roles and responsibilities:

1. Project Manager responsible for:
 - a. Overall planning in coordination with SUBRECIPIENT project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.

B. COUNTY may monitor the performance of the terms, conditions and services in the MOU. COUNTY, at its sole discretion, may monitor the performance of the SUBRECIPIENT through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and SUBRECIPIENT self-monitoring. Monitoring will be performed in a manner consistent with the terms of the federal award at 2 C.F.R. Part 20, including 2 C.F.R. § 200.332.

B.6 CONTRACTOR ROLES:

- B. Assign staff to be liaison between SUBRECIPIENT and HWS.
- C. Directly support noncitizen migrants who have been processed by the CBP through the following, but not limited to, U.S. Border Patrol locations:
 - 1. 45620 Commerce St., Indio, CA 92201
 - 2. 16780 W. Hobsonway, Blythe, CA 92225
 - 3. 25656 Madison Ave. # 2599, Murrieta, CA 92562
- D. SUBRECIPIENT shall provide temporary shelter and services to noncitizen migrants. Wraparound supports provided by SUBRECIPIENT will consist of the following:
 - 1. Short-term and/or transition housing
 - 2. Travel coordination assistance;
 - 3. Coordination with County departments to ensure requirements for families in isolation and quarantine are met;
 - 4. Provide case management services to noncitizen migrants and ensure linkages to care which include but are not limited to: medical services, behavioral health, legal immigration, and other social service needs (e.g., hygiene supplies, clothing, and other essentials);
 - 5. Coordinate dietary/meal services to all participants in housing;
 - 6. Translation services to aid care service coordination;
 - 7. Facilitate wraparound services at various sites which include hotels/motels throughout the Coachella Valley and participate in County-facilitated coordination calls with federal, state, county and other nongovernmental organizations responding to the effort.
- E. Provide supportive services at multiple site locations throughout Riverside County which include but is not limited to the Galilee Center site, hotels and motels located in the Coachella Valley below (additional hotel/motel and access sites are subject to being added):

The Galilee Center 66101 Hammond Road Mecca, CA 92254	Travelodge Hotel 80651 Highway 111 Indio, CA 92201
Western Sands Motel 80-900 Highway 111 Indio, CA 92201	

B.7 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall provide monthly summary reports to the County by the 15th workday of each month following the previous month in which services were provided. The monthly summary must include the following:
 - 1. Narrative description of activities during the reporting period; and
 - 2. Any documentation needed for grant compliance (i.e., proof of purchase, receipts, A-numbers or evidence of DHS processing, names, corresponding release dates of the served population, corresponding service dates, and associated activities).

- B. SUBRECIPIENT shall submit Performance Progress Reports – FY24 Shelter and Services Program (FY24 PPR), attached as Attachment VIII, on a quarterly basis throughout the term of this Agreement, including partial calendar quarters, as well as during periods where no grant award activity occurs. FY24 PPRs must be submitted in accordance with the following reporting periods and due dates:

REPORTING PERIOD	REPORT DUE DATE
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

B.8 CLOSEOUT REPORTING REQUIREMENTS

SUBRECIPIENT is required to submit closeout materials within 90 calendar days of the period of performance end date. Closeout materials include the following:

1. Final request for reimbursement (Subrecipient Payment Request Form 2076A).
2. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.

ATTACHMENT I
Privacy and Security Standards

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable PII records are used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique username for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout,

requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 1. Data is confidential;
 2. Systems are logged;
 3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 3. If PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. System Security Review.
 1. The Contractor must ensure audit control mechanisms are in place.
 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

HWS Privacy Officer
Riverside County Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

ATTACHMENT II
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

**Galilee Center, Inc.
ORGANIZATION**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 316(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
66-101 Hammond Road
Mecca, CA 92254

Address of Vendor/Recipient
(08/13/01)

Subrecipient's Authorized Signature

CR50-Vendor Assurance of Compliance

ATTACHMENT III
Subrecipient Payment Request Form 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name _____
Remit to Address _____
City _____ State _____ Zip Code _____
Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/Grant) Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category <small>List each line item as outlined in Contract budget</small>	Current Expenditures

\$0.00

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

If amount authorized is different from amount request, please see attached claim recap for adjustments.

Program Date

Fiscal Date

ATTACHMENT IV
BSSI Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - CDSS BSSI TIME & ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
SERVICE STAFF (CDSS BSSI Only)																																	0.00
CDSS BSSI Service Activities																																	0.00
Total Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ADMINISTRATIVE STAFF (CDSS BSSI Only)																																	0.00
CDSS BSSI Administrative Activities																																	
NON-PROJECT (Time not worked on CDSS BSSI)																																	
Non-Project																																	
Total Non-Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FRINGE HOURS																																	
Vacation																																	
Sick																																	
Holiday																																	
Other Paid Time Off																																	
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Technical Assistance	0.00
Actual Hours - Administration	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature

Date

Supervisor Signature

Date

ATTACHMENT V
Allocation Notification and Award ALLOC-25-0024

California Department of Social Services

Allocation Notification and Award		ALOC-25-0024	
RECIPIENT NAME AND ADDRESS County of Riverside 3403 Tenth Street, Suite 300 Riverside, CA 92501		CDSS ALLOCATION NUMBER	
		FY 22/23	Bill No. SB 101
Program Contact Kellie Oosterman		Program Contact Email Kellie.Oosterman@dss.ca.gov	
Program Office Office of Equity (OOE)		Program Contact Telephone (916) 651-8017	
Authorizing Legislation FY 22-23 Rapid Response Reapprop - LA			
ALLOCATION DETAILS	Allocation Amount \$4,473,388.26	Award Date 07/01/2025	Award Ending Date 06/30/2028
Pursuant to the authority referenced above and in accordance with the approval from the Governor's Office, Riverside County has been allocated \$4,473,388.26 in reimbursement for services related to the Border Shelter Services for Immigrants program.			
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.			
Please return the original, signed Allocation Notification and Award to:			
Kellie Oosterman California Department of Social Services 744 P Street, MS 9-6-33 Sacramento, CA 95814 Kellie.Oosterman@dss.ca.gov			
CERTIFICATION OF ACCEPTANCE OF ALLOCATION REQUIREMENTS			
<i>As Recipient's Authorized Agent, I accept this Allocation and Award. By signing this Allocation and Award, I hereby certify and attest on behalf of the Recipient that the funds will be used for the purposes for which they have been appropriated and allocated and agree to comply with all requirements as a condition of funding.</i>			
Printed Name of Recipient's Authorized Agent Heidi Marshall		Title Director of Housing & Workforce Solutions	
E-mail Address hmarshall@rivco.org		Telephone (951) 217-0303	
Signature 		Date Jan 13, 2026	
Accepted by:		Date	
Signature of the Deputy Director, OOE, CDSS 		1/27/2026	
FOR CDSS USE ONLY			
Supplier ID 0000008354		Reporting Structure 51809990	
Service Location 12000	Object Code 706	Index 9990	
Project and Activity ID for Fund 0890 N/A		Appropriation Reference and Program 5180-151Q-0001 and 4275028	

FORM APPROVED COUNTY COUNSEL
 BY: PAULA S. SALCIDO
 DATE: 01-09-2026

Allocation Notification and Award (Continued)

General Requirements

By signing this Allocation Notification and Award, Recipient is certifying that it will use the allocated funds for the Funded Purpose identified in the Authorizing Legislation.

In addition, Recipient agrees to abide by the following:

- Recipient shall follow any applicable federal or state law relating to this Funded Purpose.
- Recipient shall maintain accurate fiscal data in accordance with generally accepted accounting principles and, where applicable, standards for governmental entities, documenting actual expenditures by category for the Funded Purpose.
- Recipient shall maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the Funded Purpose (e.g., invoices, receipts, agreements).
- By accepting these funds, Recipient agrees and acknowledges this Allocation Notification and Award is subject to audit by the State, including but not limited to, CDSS and the State Auditor, pertaining to the expenditure of funds provided. Recipient shall retain all records related to this Allocation Notification and Award for at least three years after Award Ending Date or where an audit has been requested, until the date the audit is resolved, whichever is longer.
- Recipient agrees to timely submit required forms, such as the Payee Data Record 204, to allow CDSS to disburse the allocated funds.
- Recipient may, at the request of CDSS, be required to provide reports related to the Funded Purpose. Such reports include, but are not limited to, any reports required by the Legislature, expenditure reports, and a close-out report.

Attachment VI
HIPAA Business Associate Agreement
HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and Galilee Center, Inc.

This HIPAA Business Associate Agreement (the “Addendum”) supplements, and is made part of the Underlying Agreement between the County of Riverside (“County”) and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information (“PHI”) and/or certain electronic protected health information (“ePHI”) may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

- A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- A. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- B. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- C. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- D. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- E. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

- F. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- G. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- H. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- I. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- J. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- K. "Required by law" has the meaning given such term in 45 CFR §164.103.
- L. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- M. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- N. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- O. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- P. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

- i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
- 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
- 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
- D. CONTRACTOR agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a “record” under the definitions in 42 C.F.R. § 2.11.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid

authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. Obligations of Contractor. In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf

of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section

to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

- 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
 - A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
 - A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute

a breach, including Contractor's completed risk assessment and investigation documentation.

- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

Allocation Notification and Award

ALLOC-25-0024

RECIPIENT NAME AND ADDRESS County of Riverside 3403 Tenth Street, Suite 300 Riverside, CA 92501	CDSS ALLOCATION NUMBER			
	FY	Bill No.	Section Number	Provision
	22/23	SB 101	***	**
Program Contact Kellie Oosterman	Program Contact Email Kellie.Oosterman@dss.ca.gov			
Program Office Office of Equity (OOE)	Program Contact Telephone (916) 651-8017			
Authorizing Legislation FY 22-23 Rapid Response Reapprop - LA				

ALLOCATION DETAILS	Allocation Amount	Award Date	Award Ending Date
	\$4,473,388.26	07/01/2025	06/30/2028

Pursuant to the authority referenced above and in accordance with the approval from the Governor's Office, Riverside County has been allocated \$4,473,388.26 in reimbursement for services related to the Border Shelter Services for Immigrants program.

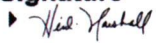
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Allocation Notification and Award to:

Kellie Oosterman
 California Department of Social Services
 744 P Street, MS 9-6-33
 Sacramento, CA 95814
 Kellie.Oosterman@dss.ca.gov

CERTIFICATION OF ACCEPTANCE OF ALLOCATION REQUIREMENTS

As Recipient's Authorized Agent, I accept this Allocation and Award. By signing this Allocation and Award, I hereby certify and attest on behalf of the Recipient that the funds will be used for the purposes for which they have been appropriated and allocated and agree to comply with all requirements as a condition of funding.

Printed Name of Recipient's Authorized Agent Heidi Marshall	Title Director of Housing & Workforce Solutions
E-mail Address hmarshall@rivco.org	Telephone (951) 217-0303
Signature 	Date Jan 13, 2026

Accepted by:	
Signature of the Deputy Director, OOE, CDSS 	Date 1/27/2026

FOR CDSS USE ONLY			
Supplier ID 0000008354		Reporting Structure 51809990	
Service Location 12000	Object Code 706	Index 9990	
Project and Activity ID for Fund 0890 N/A		Appropriation Reference and Program 5180-151Q-0001 and 4275028	

FORM APPROVED COUNTY COUNSEL
 BY: PAULA S. SALCIDO
 DATE: 01-09-2026

Allocation Notification and Award (Continued)

General Requirements

By signing this Allocation Notification and Award, Recipient is certifying that it will use the allocated funds for the Funded Purpose identified in the Authorizing Legislation.

In addition, Recipient agrees to abide by the following:

- Recipient shall follow any applicable federal or state law relating to this Funded Purpose.
- Recipient shall maintain accurate fiscal data in accordance with generally accepted accounting principles and, where applicable, standards for governmental entities, documenting actual expenditures by category for the Funded Purpose.
- Recipient shall maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the Funded Purpose (e.g., invoices, receipts, agreements).
- By accepting these funds, Recipient agrees and acknowledges this Allocation Notification and Award is subject to audit by the State, including but not limited to, CDSS and the State Auditor, pertaining to the expenditure of funds provided. Recipient shall retain all records related to this Allocation Notification and Award for at least three years after Award Ending Date or where an audit has been requested, until the date the audit is resolved, whichever is longer.
- Recipient agrees to timely submit required forms, such as the Payee Data Record 204, to allow CDSS to disburse the allocated funds.
- Recipient may, at the request of CDSS, be required to provide reports related to the Funded Purpose. Such reports include, but are not limited to, any reports required by the Legislature, expenditure reports, and a close-out report.

Riverside County Housing and Workforce Solutions
Continuum of Care (CoC) Division
3403 Tenth Street, Suite 300
Riverside, CA 92501

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-0000043

AGENCIES: County of Riverside Housing and Workforce Solutions
County of Riverside Emergency Management Department

MOU EFFECTIVE PERIOD: July 1, 2025 – June 30, 2026

MAXIMUM REIMBURSABLE AMOUNT: \$191,504.38

This Memorandum of Understanding, HWSCoC-MOU-0000043 (herein referred to as “MOU”), is made and entered into by and between Housing and Workforce Solutions (herein referred to as “HWS”) and Emergency Management Department (herein referred to as “EMD” or “SUBRECIPIENT”), both departments of the County of Riverside, a political subdivision of the State of California (“COUNTY”).

WHEREAS, the Federal Management Agency (“FEMA”) awarded COUNTY \$6,011,261 in FEMA Shelter and Services Program – Allocated (“SSP-A”) funding pursuant to Standard Agreement EMW-2024-SP-05079;

WHEREAS, SSP-A provided funds to state, local, tribal, and nonprofit organizations to support temporary sheltering and other eligible activities, including facility improvements, to aid noncitizen migrants who have encountered and been released by the Department of Homeland Security (“DHS”);

WHEREAS, on April 1, 2025 FEMA notified COUNTY that all FEMA awards were terminated;

WHEREAS, on June 27, 2023, the Governor of the State of California signed into law Senate Bill No. 101 (“SB 101”), Budget Act of 2023, Item 5180-151-0001, to include Reimbursement for Special Programs in accordance with Chapter 5.6, commencing with Section 13300 of Part 3 of Division 9 of the Welfare and Institutions Code;

WHEREAS, COUNTY was selected as an eligible applicant for Border Shelter Services for Immigrants (“BSSI”) Program through the California Department of Social Services (“CDSS”) funding to reimburse the COUNTY and SUBRECIPIENT for services provided under the now terminated FEMA SSP-A grant allocation;

WHEREAS, HWS has administrative responsibility over this MOU;

WHEREAS, the HWS desires to contract with SUBRECIPIENT for eligible uses of BSSI funds that are consistent with Chapter 5.6, commencing with Section 13300 of Part 3 of Division 9 of the Welfare and Institutions code;

NOW THEREFORE, HWS and EMD do hereby covenant and agree that HWS shall provide said funds and EMD shall provide said services in accordance with the TERMS and CONDITIONS

("T&C") attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of HWS and EMD.

<p>Authorized Signature for County of Riverside Emergency Management Department:</p> <p style="text-align: center;">form-do not sign</p>	<p>Authorized Signature for County of Riverside Housing and Workforce Solutions:</p> <p style="text-align: center;">form-do not sign</p>
<p>Printed Name of Person Signing: Daniel Bates</p>	<p>Printed Name of Person Signing: Heidi Marshall</p>
<p>Title: Director of Emergency Management</p>	<p>Title: Director of Housing and Workforce Solutions</p>
<p>Address: 450 E. Alessandro Boulevard Riverside, CA 92508</p>	<p>Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501</p>
<p>Date Signed:</p>	<p>Date Signed:</p>

Approval as to Form
Minh C. Tran,
County Counsel

By: 
Amrit R. Dhillon
Deputy County Counsel

Date: _____

Approval as to Form
Minh C. Tran,
County Counsel

By: _____
Kristine Bell-Valdez
Supervising Deputy County Counsel

Date: _____

TABLE OF CONTENTS

1. DEFINITIONS 4

2. DESCRIPTION OF SERVICES..... 5

3. PERIOD OF PERFORMANCE..... 5

4. COMPENSATION 5

5. RECORDS, INSPECTIONS, AND AUDITS 5

6. SUPPLANTATION..... 6

7. DISALLOWANCE 6

8. CONFIDENTIALITY..... 6

9. ASSIGNMENT 7

10. COMPLIANCE WITH APPLICABLE LAWS 7

11. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS 7

12. NOTICES..... 8

13. DISPUTES..... 8

14. MODIFICATION OF TERMS..... 8

15. TERMINATION..... 8

16. SIGNED IN COUNTERPARTS 8

17. ELECTRONIC SIGNATURES..... 8

18. ENTIRE MOU 9

List of Schedules

- Schedule A – Payment Provisions
- Schedule B – Scope of Services

List of Attachments

- Attachment I – Assurance of Compliance
- Attachment II – Privacy and Security Standards
- Attachment III – Subrecipient Payment Request Form 2076A
- Attachment IV – Supporting Documentation
- Attachment V – CDSS BSSI Time and Activity Report
- Attachment VI – Monthly Performance Report
- Attachment VII – Allocation Notification and Award ALLOC-25-0024

TERMS AND CONDITIONS

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer CDSS BSSI Program funds.
- B. "BSSI" refers to the Border Shelter Services for Immigrants Program.
- C. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- D. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this MOU.
- E. "CBP" refers to the United States Customs and Border Protection.
- F. "DHS" refers to the Department of Homeland Security.
- G. "Expend" or "Expended" means all BSSI funds Obligated under this MOU or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- H. "FEMA" refers to the Federal Emergency Management Agency.
- I. "HWS" means the County of Riverside's Housing and Workforce Solutions Department, which has administrative responsibility for this MOU.
- J. "Obligate" or "Obligated" means that the EMD has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the BSSI funds allocated to EMD pursuant to this MOU.
- K. "Participant(s)" refers to individual(s) who receive services funded by this MOU.
- L. "Subcontract" means to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered by the EMD with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- M. "SUBRECIPIENT" means EMD, including its employees, agents, representatives, subcontractors, and suppliers. SUBRECIPIENT, EMD and Contractor are used interchangeably in this MOU.
- N. "Target Population" means any person who is released from DHS custody.

2. DESCRIPTION OF SERVICES

- A. EMD shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.
- B. EMD represents that it has the skills, experience, and knowledge necessary to perform under this MOU and HWS relies upon this representation. EMD shall perform to the satisfaction of HWS and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- C. EMD affirms that it is fully apprised of all the work to be performed under this MOU and EMD agrees it can properly perform this work at the prices stated in Schedule A. EMD is not to perform services or provide products outside of this MOU.
- D. Acceptance by HWS of EMD's performance under this MOU does not operate as a release of EMD's responsibility for full compliance with the terms of this MOU.

3. PERIOD OF PERFORMANCE

This MOU shall be effective July 1, 2025 ("Effective Date") and continues in effect through June 30, 2026, unless terminated earlier. EMD shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. HWS and EMD agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by June 30, 2026.

4. COMPENSATION

HWS shall pay EMD for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. HWS is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or products. Unless otherwise specifically stated in Schedule A, HWS shall not be responsible for payment of any of EMD's expenses related to this MOU. One hundred percent (100%) of CDSS funds allocated to EMD, pursuant to this MOU, shall be expended by June 30, 2026 ("Expenditure Deadline"). Any CDSS funds paid to EMD, but not expended pursuant to this MOU by June 30, 2026, shall be returned to HWS within five (5) business days.

5. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by HWS or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and EMD self-monitoring. EMD shall cooperate with any inspector or HWS representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

- B. EMD shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. EMD shall maintain these records for at least three (3) years after final payment has been made or until pending HWS, State, and Federal audits are completed, whichever is later.
- C. Any authorized HWS, State, or the Federal representative shall have access to all books, documents, papers, electronic data, and other records determined necessary to perform an audit, evaluation, inspection, review assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as HWS.
- D. If EMD disagrees with an audit, EMD may employ a Certified Public Accountant to prepare and file with HWS its own certified financial and compliance audit. EMD shall not be reimbursed by HWS for such an audit regardless of the audit outcome.
- E. EMD shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit HWS or other inspector to assess and evaluate EMD's performance at any time, upon reasonable notice to the EMD.

6. SUPPLANTATION

EMD shall not supplant any federal, state, or county funds intended for the purpose of this MOU with any funds made available under any other MOU, shall not claim reimbursement from HWS for, or apply any sums received from HWS, with respect to the portion of its obligations, which have been paid by another source of revenue, and agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of HWS.

7. DISALLOWANCE

In the event EMD receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by HWS, it shall promptly refund the disallowed amount to HWS on request, or at its option, HWS may offset the amount disallowed from any payment due to EMD under any MOU with HWS.

8. CONFIDENTIALITY

Both Parties shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning all persons referred to EMD shall be considered and kept confidential by EMD, its staff, agents, employees, and volunteers. EMD shall require all its employees, agents, subcontractors, and volunteer staff who may provide services under this MOU with the MOU or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the EMD by HWS.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, rule 5.552, and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

EMD shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this MOU and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOU of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

9. ASSIGNMENT

Neither party shall assign any interest in this MOU, nor transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest herein without written consent of the other party shall be deemed void and of no force or effect.

10. COMPLIANCE WITH APPLICABLE LAWS

EMD and HWS shall comply with all applicable federal, state and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, EMD and HWS shall comply with the more restrictive law or regulation.

11. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of HWS for payment of this MOU is contingent upon and limited by the availability of funding from which payment can be made. This MOU is valid and enforceable only if sufficient funds are made available to HWS by CDSS. There shall be no legal liability for payment on the part of HWS unless funds are made available for such payment by CDSS. In the event such funds are not forthcoming for any reason, HWS shall immediately notify EMD in writing and this MOU shall be deemed terminated having no further force or effect. In the event funding is reduced, HWS shall immediately notify EMD in writing and it is mutually agreed that HWS has the option to immediately terminate this MOU or to amend this MOU to reflect the reduction of funds. HWS shall make all payments to EMD that were properly earned prior to the unavailability or reduction of funding.

12. NOTICES

All notices, Invoices, financial documents, claims, correspondence, or statements authorized or required by this MOU shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

HWS: Department of Housing and Workforce Solutions
3403 10th Street Suite 300
Riverside, CA 92501

EMD: Riverside County Emergency Management Department
450 E. Alessandro Boulevard
Riverside, CA 92508

13. DISPUTES

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this MOU which is not resolved by the parties shall be decided by HWS's Compliance Contract Officer who shall furnish the decision in writing. The decision of HWS's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. EMD shall proceed diligently with the performance of this MOU pending resolution of a dispute.

14. MODIFICATION OF TERMS

This MOU may be modified only by a written amendment signed by authorized representatives of both Parties.

15. TERMINATION

This MOU may be terminated without cause by either party by giving thirty (30) days' prior written notification to the other party.

16. SIGNED IN COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single MOU.

17. ELECTRONIC SIGNATURES

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by

the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

18. ENTIRE MOU

This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; all prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

EMD shall be reimbursed by HWS, for an amount not to exceed \$191,504.38 said funds shall be spent according to the Budget shown below.

Federal Emergency Management Agency – Shelter and Services Program - Allocated		
BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
Labor for PS	Staff time for primary services	\$175,340.00
Transportation	Onward destination transportation from a shelter/services provider to a migrant’s final destination/point of contact (including air, bus, or train)	\$10,520.00
Management and Administration	Director/Manager level and administrative staff time (contracted or otherwise, including grants management/application), recordkeeping, costs associated with creating a database and/or tracking system, etc.	\$5,644.38
TOTAL		\$191,504.38

Funds may be shifted between line items with prior written approval by HWS and cannot exceed the maximum reimbursable amount.

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. EMD will be paid the amount of each approved monthly invoice. HWS may delay payment if the required supporting documentation, as set forth in Attachment IV, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. EMD shall also submit the following documents with each approved monthly invoice:
 - 1) Payment Request Form 2076A (Attachment III)
 - 2) BSSI Time/Activity Report (Attachment V)
 - 3) Alien Registration Number (A-Number) or evidence of DHS processing: a summary list reporting A-Numbers, names, corresponding DHS release dates of the served population, and corresponding service dates of the served population. EMD must submit the information on an Excel spreadsheet file to HWS for review/approval with each Payment Request Form 2076A.

- b. EMD shall submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month.

- c. Except as otherwise set forth in Section A.5 of Schedule A, completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. All completed claims

submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 ELIGIBLE COSTS

All BSSI funds shall be administered in compliance with the Rapid Response Program as established in Chapter 5.7, Division 9, Part 3 of the California Welfare and Institutions Code. These funds are restricted to delivering critical assistance to immigrants, including but not limited to:

- a. Medical screening and treatment needs identified by that screening.
- b. Temporary shelter that meets minimum habitability standards, including access to a bathroom, shower, and safe sleeping space. Sheltering may be provided through temporary direct housing support, rental of physical space or hotel rooms, or by operating a shelter.
- c. Shelter operations include, but are not limited to:
 1. Securing physical space and making any necessary modifications to that space as required by a fire marshal or other legal authority.
 2. Personnel to oversee the shelter, including security officers.
 3. Janitorial services
 4. Laundry services
 5. Insurance
- d. Food
- e. Clothing and other essential supplies
- f. Transportation
- g. Communications, including telephone and internet access, and translation services
- h. Outreach and case management to support the delivery of the services listed in this paragraph

A.4 ADMINISTRATIVE COSTS

Under this MOU, the EMD may use no more than five percent (5%) of the awarded amount for administrative costs. HWS and/or CDSS shall make the final determination regarding the classification of expenditures as administrative costs or direct activity costs.

A.5 EXPENDITURE OF FUNDS

EMD shall Expend June 30, 2026 ("Expenditure Deadline"). Unless approved by HWS in writing, all final requests for reimbursement of authorized BSSI expenditures under this Grant must be submitted to HWS no later than 60 calendar days after the Expenditure Deadline.

A.6 INTEREST-BEARING ACCOUNTS

All proceeds from any interest-bearing account established by EMD for the deposit of BSSI funds, along with any interest-bearing accounts opened by EMD for the deposit of BSSI funds, must be used for BSSI-eligible activities and reported on as required by CDSS and HWS.

A.7 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

EMD is expected to implement the agreed upon services and activities and meet all performance and financial outcomes as planned and agreed in this MOU. EMD shall make no changes to the budget without first obtaining written approval from HWS. Any budget amendments must be requested by the EMD in writing. In the event it is

deemed necessary to conduct budget modification, budget amendment, and/or any other amendment of this MOU, EMD shall request HWS's written approval at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of MOU for Convenience may be conducted based on mutual agreement between HWS and EMD and written approval from HWS with no negative effect for both parties under the authority of HWS. Amending for Convenience will provide a benefit to one or both parties.
2. Budget Modification, Budget Amendment and/or any other Amendment of MOU for Cause may be conducted based on mutual agreement between the HWS and EMD and written approval from HWS. Amending for Cause will rectify or prevent a negative effect for one or both parties. Any Cause due to EMD's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this MOU will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.8 WITHHELD PAYMENTS

Payments to EMD may be withheld by HWS if EMD fails to comply with the provisions of this MOU.

A.9 REPROGRAMMING OF BSSI FUNDS

CDSS allows for HWS to reprogram funds under the BSSI Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. HWS, and with the approval of CDSS, reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and BSSI Program compliance under Health and Safety Code section 50216 et seq.

During the grant period, HWS will review EMD's spending to determine the projected amount to be spent/unspent by the Expenditure Deadline. If the spending trend falls below the projected spending, HWS may elect to recoup projected unused funds and reprogram such funds to provide funding in areas with higher need.

A.10 FISCAL ACCOUNTABILITY

- a. EMD agrees to manage funds received through HWS in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.
- b. EMD must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, EMD must develop an accounting procedure manual. Said manual shall be made available to HWS upon request or during fiscal monitoring visits.

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Detail

Transportation from DHS release location to shelter and services provider location.

1. EMD shall provide initial transportation for families and/or individuals from DHS release location to shelter and services provider location.
2. EMD may provide onward destination transportation to families and/or individuals.
3. EMD may only provide transportation services to locations within the United States. International travel is not an eligible expense.
4. DHS recommends capacity specified for charter buses and other forms of grouped transportation. The recommended capacity is a minimum average of 66%.

B. Performance Measurements Outcome Statement

1. Outcomes (Data Analysis)

EMD shall collect and report the following performance measures:

Outcome Performance Measures	Total
Number of noncitizen migrants transported from DHS release to BSSI provider location	
Number of noncitizen migrants provided onward transportation by bus ticket	
Number of noncitizen migrants provided onward transportation by train ticket	
Number of noncitizen migrants provided onward transportation by plane ticket	
Number of noncitizen migrants provided onward transportation by other allowable means (including rideshare)	

2. Target Population

Project detail (data analysis):

Project Component Type:	Service
Funding Costs for:	Transportation Services
Population Focus:	Noncitizen Migrants recently released from DHS/CBP custody through local border patrol stations, including, but not limited to: Murrieta, Indio, and Blythe

B.2 HWS ROLES

A. HWS will assign HWS staff to be responsible for the following roles and responsibilities:

1. Project Manager responsible for:
 - a. Overall planning in coordination with EMD project manager;

- b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
- B. HWS may monitor the performance of the terms, conditions, and services in the MOU. HWS, at its sole discretion, may monitor the performance of EMD through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and EMD self-monitoring. Monitoring will be performed in a manner consistent with the terms of the award at 2 C.F.R. Part 20, including 2 C.F.R. § 200.332.

B.3 EMD ROLES

- A. Directly support noncitizen migrants who have been processed and released by the CBP through the following locations, including but not limited to:
- 1. 45-620 Commerce St. Indio, CA 92201
 - 2. 16780 W. Hobsonway Blythe, CA 92225
 - 3. 25656 Madison Ave. #2599 Murrieta, CA 92562
- B. Transport noncitizen migrants from CBP release location to one of multiple site locations which include hotels/motels throughout the Coachella Valley and participate in County-facilitated coordination calls with federal, state, county, and other nongovernmental organizations responding to the effort.

B.4 REPORTING REQUIREMENTS

- A. EMD shall provide monthly summary reports to HWS by the 15th workday of each month following the previous month in which services were provided. The monthly summary must include the following:
- 1. Narrative description of activities during the reporting period; and,
 - 2. Any documentation needed for grant compliance (i.e., proof of purchase, receipts, A-numbers or evidence of DHS processing, names, corresponding release dates of the served population, corresponding service dates, and associated activities).
- B. EMD shall submit Performance Progress Reports – Shelter and Services Program (“PPR”), attached as Attachment VI on a quarterly basis throughout the term of this MOU, including partial calendar quarters, as well as during periods where no grant award activity occurs. PPRs must be submitted in accordance with the following reporting periods and due dates:

Reporting Period	Report Due Date
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

B.5 CLOSEOUT REPORTING REQUIREMENTS

EMD is required to submit closeout materials within 90 calendar days of the period of performance end date. Closeout materials include the following:

1. Final request for reimbursement (Payment Request Form 2076A).
2. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.

ATTACHMENT I
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Riverside County Emergency Management Department
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
450 E. Alessandro Boulevard
Riverside, CA 92508

Subrecipient's Authorized Signature

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT II
Privacy and Security Standards

I. PHYSICAL SECURITY

The Contractor shall ensure Personally Identifiable Information (PII) is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable PII records are used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
 - 1. All users must be issued a unique username for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)

- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
 - I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
 - J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
 - K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - e. If PII is stored in a database, database logging functionality shall be enabled.
 - f. Audit trail data shall be archived for at least three (3) years from the occurrence.
 - L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
 - M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
 - N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- III. AUDIT CONTROLS
- A. System Security Review.
 - 1. The Contractor must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical

controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. Data Backup and Recovery Plan.

1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
3. The procedures shall include storing backups offsite.
4. The procedures shall ensure an inventory of backup media.
5. The Contractor shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS
During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

HWS Privacy Officer
Riverside County Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

ATTACHMENT III
Subrecipient Payment Request Form 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name _____
Remit to Address _____
City _____ State _____ Zip Code _____
Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/Grant) Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

If amount authorized is different from amount request, please see attached claim recap for adjustments.

Program Date

Fiscal Date

HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include 2076A, invoices payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of the Subrecipient Payment Request Form (2076A). [see method, time, and schedule/condition of payments).
(Please type or print information on all Forms.)

2076A
SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"SUBRECIPIENT Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (SUBRECIPIENT's)
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR COUNTY USE ONLY AND SHOULD BE LEFT BLANK.

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)
❖ The County's fiscal-year end is June 30 of each calendar year. The County's ACO (Auditor-Controller's Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6. *If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖ Claims received after June 6 will still be paid. However, payment will be delayed until after June 30th.
❖ Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants must be redacted, including:
❖ Name, Address, Date of birth, Social Security Number, Driver's License Number
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant

LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and service month(s)
❖ Proof of payment
STAFF / PAYROLL – Required with each claim.
❖ <u>Time and Activity Report</u>
❖ Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Must be signed (electronically or hand-signed) by the employee and the employee’s supervisor.
❖ Employee paystub with proof of payment and/or payroll register from a third-party payroll company
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment**
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of charges.
❖ Proof of payment**
❖ Motel/hotel payments – Invoice/receipt from the motel/hotel for the specific dates of service.
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT – CHECK PAYMENTS
❖ Copy of the front of the check
❖ Proof of payment of the credit card statement (cancelled check or check stub) **
❖ Copy of the cancelled back of the check and/or the bank statement
PROOF OF PAYMENT – ACH PAYMENTS
❖ Printout of payment confirmation from the bank and/or Bank statement with relevant charge(s) highlighted
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
❖ Proof of payment of the credit card statement, matching the above requirements for check or ACH payments

****For internal County of Riverside agencies, voucher(s)/payment confirmation from Peoplesoft would suffice for proof of payment for claim submission.**

ATTACHMENT V
BSSI Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - CDSS BSSI TIME & ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
SERVICE STAFF (CDSS BSSI Only)																																	0.00
CDSS BSSI Service Activities																																	0.00
Total Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ADMINISTRATIVE STAFF (CDSS BSSI Only)																																	0.00
CDSS BSSI Administrative Activities																																	
NON-PROJECT (Time not worked on CDSS BSSI)																																	
Non-Project																																	
Total Non-Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FRINGE HOURS																																	
Vacation																																	
Sick																																	
Holiday																																	
Other Paid Time Off																																	
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Technical Assistance	0.00
Actual Hours - Administration	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature

Date

Supervisor Signature

Date

ATTACHMENT VI
Monthly Performance Report



Monthly Performance Report

for the month of _____, 20____

(due on or before the 10th business day after the above stated month)

Organization Name: _____

Project Name: _____

Contact Person: _____ Position: _____

Email: _____ Phone Number: _____

Project Start Date: _____ Project End Date: _____

Award Amount: _____

Part 1: Program Performance			
<i>(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects.)</i>			
Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
Number of noncitizen migrants transported from DHS release to SSP provider location			%
Number of noncitizen migrants provided onward transportation by bus ticket			%
Number of noncitizen migrants provided onward transportation by train ticket			%
Number of noncitizen migrants provided onward transportation by plane ticket			%
Number of noncitizen migrants provided onward transportation by other allowable means (including rideshare)			%

Part 2: Fiscal Performance			
<i>(Please include Expense Reimbursement Claim for this month.) (Required)</i>			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Staff	\$	\$	%
Transportation	\$	\$	%
Administration	\$	\$	%
Subrecipient Total	\$	\$	%

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

ATTACHMENT VII
Allocation Notification and Award ALLOC-25-0024

California Department of Social Services

Allocation Notification and Award

ALLOC-25-0024

RECIPIENT NAME AND ADDRESS County of Riverside 3403 Tenth Street, Suite 300 Riverside, CA 92501		CDSS ALLOCATION NUMBER			
		FY	Bill No.	Section Number	Provision
		22/23	SB 101	***	**
Program Contact Kellie Oosterman		Program Contact Email Kellie.Oosterman@dss.ca.gov			
Program Office Office of Equity (OOE)		Program Contact Telephone (916) 651-8017			
Authorizing Legislation FY 22-23 Rapid Response Reapprop - LA					
ALLOCATION DETAILS	Allocation Amount	Award Date	Award Ending Date		
	\$4,473,388.26	07/01/2025	06/30/2028		
Pursuant to the authority referenced above and in accordance with the approval from the Governor's Office, Riverside County has been allocated \$4,473,388.26 in reimbursement for services related to the Border Shelter Services for Immigrants program.					
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.					
Please return the original, signed Allocation Notification and Award to:					
Kellie Oosterman California Department of Social Services 744 P Street, MS 9-6-33 Sacramento, CA 95814 Kellie.Oosterman@dss.ca.gov					
CERTIFICATION OF ACCEPTANCE OF ALLOCATION REQUIREMENTS					
As Recipient's Authorized Agent, I accept this Allocation and Award. By signing this Allocation and Award, I hereby certify and attest on behalf of the Recipient that the funds will be used for the purposes for which they have been appropriated and allocated and agree to comply with all requirements as a condition of funding.					
Printed Name of Recipient's Authorized Agent Heidi Marshall			Title Director of Housing & Workforce Solutions		
E-mail Address hmarshall@rivco.org			Telephone (951) 217-0303		
Signature 			Date Jan 13, 2026		
Accepted by:					
Signature of the Deputy Director, OOE, CDSS 			Date 1/27/2026		
<small>FOR CDSS USE ONLY</small>					
Supplier ID 0000008354			Reporting Structure 51809990		
Service Location 12000		Object Code 706		Index 9990	
Project and Activity ID for Fund 0890 N/A			Appropriation Reference and Program 5180-151Q-0001 and 4275028		

FORM APPROVED COUNTY COUNSEL
 BY: PAULA S. SALCIDO DATE: 1-26-26

ALLOC-25-0024: 22/23 - SB 101
Page 2

Allocation Notification and Award (Continued)

General Requirements

By signing this Allocation Notification and Award, Recipient is certifying that it will use the allocated funds for the Funded Purpose identified in the Authorizing Legislation.

In addition, Recipient agrees to abide by the following:

- Recipient shall follow any applicable federal or state law relating to this Funded Purpose.
- Recipient shall maintain accurate fiscal data in accordance with generally accepted accounting principles and, where applicable, standards for governmental entities, documenting actual expenditures by category for the Funded Purpose.
- Recipient shall maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the Funded Purpose (e.g., invoices, receipts, agreements).
- By accepting these funds, Recipient agrees and acknowledges this Allocation Notification and Award is subject to audit by the State, including but not limited to, CDSS and the State Auditor, pertaining to the expenditure of funds provided. Recipient shall retain all records related to this Allocation Notification and Award for at least three years after Award Ending Date or where an audit has been requested, until the date the audit is resolved, whichever is longer.
- Recipient agrees to timely submit required forms, such as the Payee Data Record 204, to allow CDSS to disburse the allocated funds.
- Recipient may, at the request of CDSS, be required to provide reports related to the Funded Purpose. Such reports include, but are not limited to, any reports required by the Legislature, expenditure reports, and a close-out report.



JASON WIMBLEY Director
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
(916) 576-7109
www.csd.ca.gov

Dear Executive Director:

The Department of Community Services and Development (CSD) is pleased to announce the release of the 2026 Community Services Block Grant (CSBG) contract. CSBG is currently operating under a Continuing Resolution (CR) that maintains funding at federal fiscal year 2025 levels through January 30, 2026. The CR permits, and California state law requires, the continued use of the eligibility income limit of 200 percent of the Federal Poverty Level.

Attached are the 2026 CSBG contract and the planning allocations based upon the 2025 CSBG allocations. The planning allocation spreadsheet includes the amount (25% of the planning allocation) available for advances to agencies that receive advances. When completing your CSBG fiscal data budget forms, please use the total allocation amount identified for your agency on the spreadsheet labeled "Total 2026 Contract."

By the end of the first week of January, agencies will receive their authorization letters which will be accompanied by an allocation sheet indicating the amount of funds agencies are currently authorized to spend after they have executed their contracts.

The contract packet, including all required documents, must be completed and returned to CSD within 30 calendar days of the date of this contract release for private agencies and within 45 calendar days for public agencies. Please refer to Article 2.1, Required Documents, for all program-specific requirements. To facilitate review, a contract checklist listing all required documents that must be returned with the signed contract is included in this contract packet.

CSD will release a pre-recorded CSBG contract webinar to provide guidance on the contract execution process, revised or added contract elements, and information on completing the required forms. The webinar link will be distributed via email and posted to the [Local Agencies Portal](#). A live 2026 CSBG contract question-and-answer session will be scheduled to allow for any questions related to the contract. Additionally, CSD will post a redlined version of the contract changes on the Local Agencies Portal. In the interim, please direct any questions related to contract submission, program requirements, or the contract webinar to your assigned Field Representative.

CSD looks forward to continuing our partnership effectively administering programs that improve the economic security of vulnerable individuals and families, and ultimately the lives of all Californians.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Director

Attachments

2026 Community Services Block Grant (CSBG) Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance 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). To access the DocuSign form, click on the following link: [Local Agencies Portal \(LAP\)](#)

Contract Packet:

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

- Submitted contract via DocuSign, which includes the signed Contract Face Sheet (STD 213)** with the name and title of the individual authorized to sign the Agreement.
- Federal Funding Accountability and Transparency Act (FFATA) Form**
- Signed Lobbying Form**
- Current insurance documents or Self-Insurance Authority Certification** if not already on file with CSD. New evidence of insurance (ACORD 25) is required if 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 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 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 at: [Local Agencies Portal \(LAP\)](#)
 - **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**

2026 Community Services Block Grant (CSBG) Contract Checklist

- **CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds**
- **CSD 425.1.4 CSBG Contract Budget Narrative**

- CSBG Annual Work Plan (CSD 641)**
- Submit CSBG Annual Work Plan target** projections for Modules 3 and 4 using CSD 641A and 641B (worksheets) available on the Local Agencies Portal.
- CSD 188 Agency Staff and Board Roster Form**
- Board Meeting Schedule**
- CSD Public Website Update Form 168**
- Updated Organizational Bylaws.** (Not applicable if no changes have occurred in the past calendar year)
- Joint Powers Agreement** (If applicable)

Please return your completed **contract deliverables** (as applicable) via email to your assigned Field Operations Representative.

All forms are located on the **Forms** page under the **CSBG tab** of the CSD's Local Agencies Portal at: [Local Agencies Portal \(LAP\)](#)

Please Note: Per Article 5.2, Advance Payments – Amount, Subsection 5.2.1, Contractor will not be issued an advance or reimbursed for any costs incurred until CSD approves all contract deliverables.

NATIVE AMERICAN INDIANS

Agency	Public/Private (Account)	Contract Number	Initial Contract (9/10/25)	Total 2026 Contract	NAI 25% Advance (Automatic)
Karuk Tribe (NAI-LPA) (Core Funding)	5432000	26F-5101	42,000	42,000	0
Karuk Tribe (NAI-LPA)	5432000	26F-5102	105,840	105,840	0
NCIDC, Inc. (NAI-LPA) (Core Funding)	5432500	26F-5103	122,000	122,000	30,500
NCIDC, Inc./LIFE (NAI-LPA) (Core Funding)		<i>(Included with NCIDC below)</i>			
NCIDC, Inc. (NAI-LPA)	5432500	26F-5104	1,949,823	1,949,823	487,455
Los Angeles County Department of Arts and Culture	5432000	26F-5105	447,118	447,118	0
TOTAL			2,666,781	2,666,781	517,955

MIGRANT & SEASONAL FARMWORKERS

Agency	Public/Private (Account)	Contract Number	Initial Contract (9/10/25)	Total 2026 Contract	MSFW 25% Advance (Automatic)
California Human Development Corporation	5432500	26F-5201	1,572,717	1,572,717	393,179
Proteus, Inc.	5432500	26F-5202	2,530,024	2,530,024	632,506
Central Valley Opportunity Center, Inc.	5432500	26F-5203	615,411	615,411	153,852
Center for Employment Training	5432500	26F-5204	2,119,749	2,119,749	529,937
TOTAL			6,837,901	6,837,901	1,709,474

**LIMITED PURPOSE AGENCIES
 (DISCRETIONARY FUNDS)**

Agency	Public/Private (Account)	Contract Number	Initial Contract (9/10/25)	Total 2026 Contract	DISC-LPA 25% Advance (Automatic)
Community Design Center	5432500	26F-5301	177,138	177,138	44,284
Del Norte Senior Center, Inc.	5432500	26F-5302	143,476	143,476	35,869
Rural Community Assistance Corporation	5432500	26F-5303	191,929	191,929	0
TOTAL			512,543	512,543	80,153

**State of California
Department of Community Services and Development
2026 CSBG Allocation
CAAs**

Attachment A

County	Agency	Public/Private (Account)	Contract Number	Initial Contract (9/10/25)	Total 2026 Contract	CAA 25% Advance (Automatic)
Alameda	Berkeley Community Action Agency	5432000	26F-5001	299,495	299,495	74,873
Alameda	City of Oakland, Human Services Department	5432000	26F-5002	1,319,745	1,319,745	329,936
Alpine	Inyo Mono Advocates for Community Action, Inc.	5432500	26F-5003	1,359	1,359	0
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	5432000	26F-5004	279,197	279,197	69,799
Butte	Community Action Agency of Butte County, Inc.	5432500	26F-5005	397,263	397,263	99,315
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	5432000	26F-5006	299,493	299,493	74,873
Colusa	SEE GLENN COUNTY					
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	5432000	26F-5007	945,470	945,470	236,367
Del Norte	Del Norte Senior Center, Inc.	5432500	26F-5008	41,710	41,710	10,427
El Dorado	El Dorado County Health and Human Services Agency	5432000	26F-5009	330,268	330,268	0
Fresno	Fresno County Economic Opportunities Commission	5432500	26F-5010	2,039,380	2,039,380	509,845
Glenn/Colusa/Trinity	Glenn County Community Action Department	5432000	26F-5011	278,470	278,470	69,617
Humboldt	Redwood Community Action Agency	5432500	26F-5012	326,696	326,696	81,674
Imperial	Campesinos Unidos, Inc.	5432500	26F-5013	390,491	390,491	97,622
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	5432500	26F-5014	274,082	274,082	68,520
Kern	Community Action Partnership of Kern	5432500	26F-5015	1,791,327	1,791,327	447,831
Kings	Kings Community Action Organization, Inc.	5432500	26F-5016	285,893	285,893	0
Lake/Mendocino	North Coast Opportunities, Inc.	5432500	26F-5017	570,511	570,511	142,627
Lassen/Plumas/Sierra	Plumas County Community Development Commission	5432000	26F-5018	270,471	270,471	67,617
Los Angeles	Foothill Unity Center, Inc.	5432500	26F-5019	353,127	353,127	88,281
Los Angeles	Long Beach Community Action Partnership	5432500	26F-5020	713,790	713,790	178,447
Los Angeles	County of Los Angeles Dept. of Public Social Services	5432000	26F-5021	6,270,685	6,270,685	0
Los Angeles	City of Los Angeles Community Investment for Families Dept.	5432000	26F-5022	6,487,190	6,487,190	1,621,797
Madera	Community Action Partnership of Madera County, Inc.	5432500	26F-5023	318,202	318,202	79,550
Marin	Community Action Marin	5432500	26F-5024	299,424	299,424	74,856
Mariposa	SEE CALAVERAS COUNTY					
Mendocino	SEE LAKE COUNTY					
Merced	Merced County Community Action Agency	5432500	26F-5025	504,574	504,574	126,143
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	5432000	26F-5026	278,454	278,454	69,613
Mono	SEE INYO COUNTY					
Monterey	Monterey County Community Action Partnership	5432000	26F-5027	499,164	499,164	124,791
Napa	Community Action Napa Valley	5432500	26F-5028	279,766	279,766	69,941
Nevada	Nevada County Dept. of Housing & Community Services	5432000	26F-5029	298,666	298,666	0
Orange	Community Action Partnership of Orange County	5432500	26F-5030	3,197,415	3,197,415	799,353

**State of California
Department of Community Services and Development
2026 CSBG Allocation
CAAs**

Attachment A

County	Agency	Public/Private (Account)	Contract Number	Initial Contract (9/10/25)	Total 2026 Contract	CAA 25% Advance (Automatic)
Placer	Project GO, Inc.	5432500	26F-5031	422,347	422,347	105,586
Plumas	SEE LASSEN COUNTY					
Riverside	Community Action Partnership of Riverside County	5432000	26F-5032	3,065,608	3,065,608	766,402
Sacramento	Sacramento Employment and Training Agency	5432000	26F-5033	2,130,858	2,130,858	532,714
San Benito	San Benito County H&HSA, CS & WD	5432000	26F-5034	281,647	281,647	0
San Bernardino	Community Action Partnership of San Bernardino County	5432500	26F-5035	3,193,994	3,193,994	798,498
San Diego	County of San Diego, H&HSA, CAP	5432000	26F-5036	3,549,776	3,549,776	887,444
San Francisco	Urban Services YMCA		26F-5037	871,723	871,723	217,930
San Joaquin	San Joaquin County Dept. of Aging & Community Services	5432000	26F-5038	1,009,268	1,009,268	0
San Luis Obispo	CAP of San Luis Obispo County, Inc.	5432500	26F-5039	295,452	295,452	0
San Mateo	San Mateo County Human Services Agency	5432000	26F-5040	473,796	473,796	0
Santa Barbara	Community Action Commission of Santa Barbara County	5432500	26F-5041	546,140	546,140	136,535
Santa Clara	Sacred Heart Community Service	5432500	26F-5042	1,365,590	1,365,590	341,397
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	5432500	26F-5043	312,283	312,283	78,070
Shasta	County of Shasta, A Political Subdivision of the State of CA	5432000	26F-5044	301,019	301,019	0
Sierra	SEE LASSEN COUNTY					
Siskiyou	SEE MODOC COUNTY					
Solano	Community Action Partnership of Solano, JPA	5432000	26F-5045	399,530	399,530	99,882
Sonoma	Community Action Partnership of Sonoma County	5432500	26F-5046	435,371	435,371	108,842
Stanislaus	Central Valley Opportunity Center, Inc.	5432500	26F-5047	732,490	732,490	183,122
Sutter	Sutter County Community Action Agency	5432500	26F-5048	282,675	282,675	70,668
Tehama	Tehama County Community Action Agency	5432000	26F-5049	302,929	302,929	75,732
Trinity	SEE GLENN COUNTY					
Tulare	Community Services & Employment Training, Inc.	5432500	26F-5050	1,005,645	1,005,645	251,411
Tuolumne	SEE AMADOR COUNTY					
Ventura	Community Action of Ventura County, Inc.	5432500	26F-5051	748,553	748,553	187,138
Yolo	County of Yolo Health and Human Services Agency	5432000	26F-5052	398,789	398,789	99,697
Yuba	Yuba County Community Services Commission	5432000	26F-5053	269,162	269,162	67,290
TOTAL, all counties				52,036,423	52,036,423	10,622,073

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26F-5032	PURCHASING AUTHORITY NUMBER (if Applicable) DCSD-4700
------------------------------	--

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Community Action Partnership of Riverside County

2. The term of this Agreement is:

START DATE

1/1/2026

THROUGH END DATE

4/30/2027

3. The maximum amount of this Agreement is:

\$3,065,608.00

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

Preamble

Article 1 - Scope of Work

Article 2 - Contract, Administration, Procedure

Article 3 - Agreement Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Program Budget Requirements and Payments

Article 6 - Financial Reporting

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

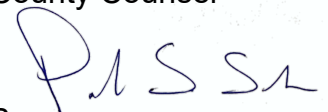
Article 8 - Compliance Policies and Procedures

Article 9 - Federal and State Policies and Provisions

Definitions

Table of Forms and Attachments

Approved as to form:
Minh C. Tran
County Counsel



By:
Paula S. Salcido
Deputy County Counsel

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Community Action Partnership of Riverside County

CONTRACTOR BUSINESS ADDRESS

1325 Spruce Street Suite 400

CITY

RIVERSIDE

STATE

CA

ZIP

92507

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26F-5032	PURCHASING AUTHORITY NUMBER (if Applicable) DCSD-4700
------------------------------	--

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	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (if Applicable) 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 Certification Clause

CCC 1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Department of Community Services and Development
 CSD 279 (Rev. 4/2022)

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

Return with the Contract

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

Please e-mail completed report form to the program e-mail address listed below:

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

Community Services Block Grant: csbg.div@csd.ca.gov

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

AGENCY/SUB-AWARDEE INFORMATION

Agency Name		
Program Type (Check One)	<input type="checkbox"/> CSBG <input type="checkbox"/> LIHEAP <input type="checkbox"/> DOE WAP <input type="checkbox"/> OTHER _____	
Contract Number		
Performance Period(s) (mm/dd/yy - mm/dd/yy)		
Agency Unique Entity ID (SAM.gov) NEW		
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	
	Title:	
	E-Mail:	
	Phone:	
Location of Agency	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

Department of Community Services and Development
 CSD 279 (Rev. 4/2022)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Mailing Address:	
	State:	
	Zip + 4 Digits <i>(+4 digit is required)</i>	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). 	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
Compensation		

Department of Community Services and Development
 CSD 279 (Rev. 4/2022)

Description of Information Requested

Place of Performance

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

Agency/Sub-Awardee Executive Compensation Reporting

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

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

Exemptions: Refer to 2 CFR

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

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsr.gov/



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

PROGRAM: 2026 Community Services Block Grant (CSBG)

PERIOD: January 1, 2026 through April 30, 2027

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SUBVENTION AGREEMENT

TABLE OF CONTENTS

PREAMBLE 4

ARTICLE 1 – SCOPE OF WORK..... 4

1.1 General 4

1.2 Agreement Term..... 4

1.3 Agreement Amount 5

1.4 Service Area 5

1.5 Legal Authorities – Program Requirements, Standards, and Guidance..... 6

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE 8

2.1 Required Documents 8

2.2 Contractor’s Option of Termination 9

2.3 Budget Contingencies 10

2.4 Miscellaneous Provisions 11

ARTICLE 3 – AGREEMENT CHANGES..... 12

3.1 Amendment 12

3.2 Minor Modification 13

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES..... 14

4.1 Board Roster, Bylaws, Resolution, and Minutes 14

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings 15

4.3 Internal Control Certification..... 15

4.4 Record Retention Requirements 16

4.5 Insurance Requirements..... 16

4.6 Specific Insurance Requirements..... 17

4.7 System Security Requirements 19

4.8 Services Offered 20

4.9 Data Protection 20

4.10 Contractor Systems Security 20

4.11 Trusted Behavior Expectations 21

4.12 Incident Reporting..... 21

4.13 Audit Trail Responsibilities 21

4.14 Data Sharing Responsibilities 21

4.15 Travel and Per Diem 22

4.16 Codes of Conduct..... 22

4.17 Conflict of Interest 23

SUBVENTION AGREEMENT

4.18 Fraud, Waste, and Abuse 23

4.19 Procurement Standards 23

4.20 Use and Disposition of Vehicles and Equipment 25

4.21 Subcontracts 26

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS 28

5.1 Budget 28

5.2 Advance Payments – Amount 30

5.3 Advance Payments – Interest on Advances 30

5.4 Advance Payments – Liquidation of Advance 31

5.5 Advance Payments – Lien Rights 32

5.6 Payments 32

ARTICLE 6 – FINANCIAL REPORTING 32

6.1 Fiscal Reports 32

6.2 Close-Out Report 32

6.3 Transparency Act Reporting 33

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING 34

7.1 Discretionary Funds Requirements 34

7.2 Fair Hearing for Denial of Client Benefits by Contractor 35

7.3 Organizational Standards 35

7.4 Programmatic Reporting 35

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES 36

8.1 Right to Monitor, Audit, and Investigate 36

8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds 37

8.3 Collection of Disallowed Costs 38

8.4 Auditing Standards 39

8.5 Audit Reports 39

8.6 Failure to Comply with Audit Requirements 40

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement 41

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS 46

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters 46

9.2 Federal Requirements 47

9.3 Nondiscrimination Compliance 48

SUBVENTION AGREEMENT

9.4 Specific Assurances 48

9.5 Subrecipient Monitoring 49

9.6 Executive Order N-6-22 – Russia Sanctions 50

DEFINITIONS 51

TABLE OF FORMS AND ATTACHMENTS..... 54

SUBVENTION AGREEMENT

PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2026 (“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 upon execution.

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 12725 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 Assistance Listing number is 93.569. The award is 100 percent funded 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 and an Extension Period.
- 1.2.2 *Period of Performance.* The Period of Performance of this Agreement shall be from January 1, 2026, through December 31, 2026. 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.
- 1.2.3 *Extension Period.* The Extension Period provided by this Agreement is available upon approval by CSD from January 1, 2027, through April 30, 2027, to those contractors who will not fully expend 100 percent of the Agreement amount by the

SUBVENTION AGREEMENT

end of the performance period. Requests for extensions must follow Article 3.1.3 of this Agreement and be received by CSD no later than November 16, 2026.

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 commensurate 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) § 12725 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 Federal Awards, 2 CFR Part 200 Subparts A, B, E, and F, Sections 200.203, 200.331-.333, and additional sections as identified in this Agreement.

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, State Administrative Manual (SAM) 5100, 5300.5, 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 02/2025, hereby incorporated into this Contract by reference, is available at the following web address:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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

SUBVENTION AGREEMENT

Agreement, then that federal law or regulation shall apply, unless a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.

- 1.5.3 Contractor shall comply with specific CSD 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

SUBVENTION AGREEMENT

and state law and established CSD policy and procedure.

- 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 (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 Procurement Services Unit at PSU@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. Contractor shall return the following documents to the assigned CSD Field Representative within 30 calendar days of receipt of this contract for private agencies or 45 calendar days of receipt for public agencies, and each shall 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;
 - 2.1.2.10 CSD Public Website Update Form (CSD 168);
 - 2.1.2.11 Updated Organizational Bylaws (if applicable); and
 - 2.1.2.12 Joint Powers Agreement (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 2026 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 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

SUBVENTION AGREEMENT

contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, provided:

- 2.2.1.1 Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested.
- 2.2.1.2 Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- 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,

SUBVENTION AGREEMENT

the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

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.

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

SUBVENTION AGREEMENT

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

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.

SUBVENTION AGREEMENT

- 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, 2026. 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 (March 31 or April 30, 2027) 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.
- 3.1.5 All requests for an Extension Period are subject to CSD approval. In addition, the Contractor must execute the amendment before the expiration date of this Agreement.
- 3.2 Minor Modification**
- 3.2.1 Contractor request(s) for modification to CSBG Fiscal Data or Work Plan documents 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. Requests are subject to CSD's written approval.
- 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*.

SUBVENTION AGREEMENT

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, unique 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 for each board member. 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 unique contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. NAI Contractor is responsible to notify CSD of any changes to its governing body within 30 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, unique 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.

SUBVENTION AGREEMENT

- 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 and section 2.1.3 of this Agreement.
- 4.1.3 Where Contractor delegates 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.
- 4.1.4 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.
- 4.1.5 In addition to the minutes referenced in Article 4.1.4, 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 CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative.

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings

Contractor 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.

SUBVENTION AGREEMENT

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 Federal Awards (2 CFR 200.334-.338).
- 4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.
- 4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (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

SUBVENTION AGREEMENT

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 PSU@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.
- 4.5.7 The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 4.5.8 Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

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

4.6.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-

SUBVENTION AGREEMENT

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.

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.

SUBVENTION AGREEMENT

4.6.4 *General Liability Insurance.*

4.6.4.1 Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

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

4.6.5 *Vehicle Insurance.*

4.6.5.1 Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

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

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

The contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information by 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 requirements set in the State Administrative Manual (SAM). In the event different system security standards may be applied to this Article, the Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

SUBVENTION AGREEMENT

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 and utilizing multi-factor authentication; or (2) utilize CSD web applications as configured by the Contractor technology vendor; or (3) Upload data through CSD's Azure Data Lake FTP Solution and utilizing multi-factor authentication. Sending data via email is strictly forbidden.

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. 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 Other documents and data exchanged between CSD and Contractor must be uploaded to the secured Azure Data Lake FTP Solution and utilizing multi-factor authentication.
- 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.

SUBVENTION AGREEMENT

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 §1831 et. al) 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 should report the incident in accordance with its incident reporting procedures. The incident reporting procedures, the contractor shall, within 24 hours of discovery, report to CSD's Chief Information Officer and the CSD Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, release of privileged information, or inappropriate access to systems and services, etc.

The 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

SUBVENTION AGREEMENT

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 Federal Awards (2 CFR 200.475) or any amendments thereto, as applicable.

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

4.16 Codes of Conduct

4.16.1 *Written Standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of their immediate family, their 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 their immediate family, their 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.

SUBVENTION AGREEMENT

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 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 Federal Awards (2 CFR 200.318 – 200.327). Contractors shall establish, maintain, and follow written procurement procedures consistent with these legal requirements and all additional provisions in this Agreement, including

SUBVENTION AGREEMENT

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

- 4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 4.19.3 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4.19.4 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 4.19.5 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
- 4.19.6 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure 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

SUBVENTION AGREEMENT

prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed.

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

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 Federal Awards (2 CFR § 200.313 and § 200.439.)
- 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 of HHS, 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 2 CFR § 200.307.
- 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 program. Such compensation must be made by allocating and

SUBVENTION AGREEMENT

computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.436).

4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.313(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 \$10,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.313).

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 2 CFR § 200.307(e), sale proceeds from the sale of real property, equipment, or supplies are not program income. (*See also* 2 CFR § 200.1 "Program Income".) Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – *Subpart D–Post Federal Award Requirements* (including 2 CFR § 200.311, 200.313, and 200.314.)

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.

SUBVENTION AGREEMENT

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.
- 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 as verified via the Excluded Parties List System (EPLS), available at <https://sam.gov/>.
- 4.21.2.3 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- 4.21.2.4 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to 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 Federal Awards (2 CFR Part 200 Subpart E – Cost Principles).

SUBVENTION AGREEMENT

- 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 relationship 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.

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.

SUBVENTION AGREEMENT

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 may 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), 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) in excess of the LIHEAP contractual limitations by the Contractor's agency.

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

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

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

5.1.3.2 Community action programs typically:

5.1.3.2.1 Maintain a tripartite board 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 § 12727 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

SUBVENTION AGREEMENT

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 15 percent de minimis indirect cost rate as permitted under 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 beyond 10 percent (10%).

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 payment 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 advance payment 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 Agreement.

5.3 Advance Payments – Interest on Advances

- 5.3.1 Contractor must deposit all advances in an interest-bearing account in accordance with 2 CFR 200.305, unless one or more of the following apply:
- 5.3.1.1 Contractor receives less than \$250,000 in Federal awards per year.
- 5.3.1.2 The best reasonably available interest-bearing account would not be

SUBVENTION AGREEMENT

expected to earn interest in excess of \$500 per year on federal 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 on Advances. Contractor shall deposit all advances in an insured interest-bearing account. Interest earned, up to \$500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on CSBG advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)). Remittances of accrued interest will be provided to CSD annually.

5.3.3 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.4 Advance Payments – Liquidation of Advance

5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets 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 payment is not fully paid by the end date of the original contract term, then CSD will offset any subsequent reimbursement of approved expenditures

SUBVENTION AGREEMENT

to fully repay the advance payment.

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.

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 CSD's designated financial reporting system and in accordance with published system guidance.
- 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 CSD's designated financial reporting system and in accordance with published system guidance 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

SUBVENTION AGREEMENT

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, 2026, through December 31, 2026; Close-out due March 31, 2027 (90 calendar day close-out);
- Extension Period: January 1, 2026, through March 31, 2027; Close-out due May 31, 2027 (61 calendar day close-out); or
- Extension Period: January 1, 2026, through April 30, 2027; Close-out due May 31, 2027 (31 calendar day close-out).

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 Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D) and CSBG Discretionary Grant Work Plan/Final Report (CSD 626FR). The latest versions of the close-out forms are available on the Local Agencies Portal.

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 CSD's designated financial reporting system and in accordance with published system guidance, within the established close-out period coinciding with the performance period of this agreement as described in Section 6.2.1.

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 CSD 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 May 31, 2026.

6.3 Transparency Act Reporting

6.3.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements.

SUBVENTION AGREEMENT

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.SAM.gov/fsrs>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A..

- 6.3.2 Pursuant to 2 CFR Part 170, CSD is required to report information to HHS regarding contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD Form 279, located on the Local Agencies Portal and return with the signed contract to ensure compliance.

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 this contract 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 Discretionary Grant Work Plan/Final Report (CSD 626FR).
- 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.* Advance payments are not available on the 2026 Discretionary Funds.
- 7.1.4 *Fiscal Reporting.* Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry into CSD’s designated financial reporting

SUBVENTION AGREEMENT

system and in accordance with published system guidance 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 Discretionary funds are expected to be fully expended no later than December 31, 2026.

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

7.2 Fair Hearing for Denial of Client Benefits by Contractor

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 the Contractor, and if not satisfied with the Contractor's decision, then to CSD for a fair hearing within 20 calendar days from the Contractor's final denial on appeal. Contractor must establish a procedure for an appeal process which at a minimum complies with 22 Cal. Code Regs. § 100751.

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*, Contractor shall submit the Organizational Standards annually utilizing the Community Software Group (CSG) system no later than August 31, 2026. Contractor shall have until January 31, 2027, to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2026 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. All future Community Action Plans must include certification of a Results Oriented Management and Accountability (ROMA) trainer, Implementor, California ROMA Representative, or Advocate prior to submission to CSD.

SUBVENTION AGREEMENT

- 7.4.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2026, through December 31, 2026. Contractor must complete and submit the CSBG Annual 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 2026 must be completed and submitted with the contract deliverables. Copies of the forms may be accessed on the Local Agencies Portal.
- 7.4.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2026, through December 31, 2026. 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, 2027. Access to the eGov system is available at: [Community Software Group](#).
- 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, 2027, 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

SUBVENTION AGREEMENT

off the premises of the appropriate entity upon a reasonable request.

- 8.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with 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 7.3, applicable to CSBG-funded programs; and
 - 8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.
- 8.2.3 CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor’s program or fiscal performance. Contractor shall cooperate with CSD program staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- 8.2.4 Except under certain conditions whereby advanced notice may not be feasible, such as a whistleblower or other investigation, CSD shall provide Contractor

SUBVENTION AGREEMENT

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 or a communication that no revisions shall be made 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 or communication to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with this Agreement, for CSD's final determination of disallowed costs.
- 8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.
- 8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses

SUBVENTION AGREEMENT

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.

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 Part 200, Subpart F – Audit Requirements §§ 200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in the U.S. Government Accountability Office’s “Government Auditing Standards,” July 2018 Revision, as amended, April 2021. Please note: February 2024 Revision of Government Auditing Standards is effective for financial audits, attestation engagements, and reviews of financial statements for periods beginning on or after December 15, 2025, and for performance audits beginning on or after December 15, 2025.

8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently \$1,000,000, 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. In addition, agencies will be required to submit an email to Audits@csd.ca.gov certifying they fall below the audit threshold in accordance with Section 8.5.4.

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. The SEFA must report total federal awards expended for the appropriate single audit report period. 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 Contractor’s fiscal year. The SSRE shall cover the entire contract term as required in CSD’s

SUBVENTION AGREEMENT

Supplemental Audit Guide.

- 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 ten calendar days. Contractor should verify receipt of ASU's confirmation email to ensure your Single Audit report 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, you may submit your reporting package to the SCO via the SCO's Data Exchange Portal (DEP), or by U.S. Postal Service or private carrier. Reports submitted via DEP must be uploaded as unsecured PDFs. If you have any questions please contact SCO at: SingleAudits@sco.ca.gov.

8.6 Failure to Comply with Audit Requirements

- 8.6.1 As outlined in CPN-A-24-01 (Single Audit Requirements), failure by the Contractor to comply with audit requirements may result in a high risk designation and certain special conditions. Significant delays in compliance may also result in the suspension or termination of this Agreement and subsequent amendments. 2
- 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

SUBVENTION AGREEMENT

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 Fiscal Accounting Services Unit (FASU) to send an invoice. Contractor will tender payment to FASU or negotiate a repayment plan acceptable to FASU.

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 an 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 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

SUBVENTION AGREEMENT

significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

8.7.3 *Initiation of Enforcement Action.*

8.7.3.1 *Grounds for Enforcement Action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an Enforcement Action.

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

8.7.4 *Special Conditions and Sanctions.*

8.7.4.1 CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information: (a) the nature of the Special Condition(s) and/or Sanction(s) being imposed; (b) the reason(s) for imposing Special Condition(s) and/or Sanction(s); and (c) the corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

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

SUBVENTION AGREEMENT

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.

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

SUBVENTION AGREEMENT

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 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 8.5, 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

SUBVENTION AGREEMENT

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 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

SUBVENTION AGREEMENT

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 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.

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;

SUBVENTION AGREEMENT

- 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.

9.2 Federal Requirements

- 9.2.1 Salary Limitation – Federal Executive Level II. Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the 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/salary-tables/pdf/2025/EX.pdf>. 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 entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.
- 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://acf.gov/grants/award-term-and-condition-trafficking-persons>.

SUBVENTION AGREEMENT

9.2.3 Prohibition on Use or Procurement of Covered Telecommunications Equipment or Services. 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 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 and video surveillance and telecommunications equipment by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (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 Nondiscrimination Compliance

9.3.1 Contractor’s signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

9.3.2 Contractor hereby certifies compliance with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
- b. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
- c. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.);
- d. Age Discrimination Act of 1975 (42 USC §§ 6101 et seq.); and
- e. Title 45 CFR Part 80.

9.4 Specific Assurances

9.4.1 *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

SUBVENTION AGREEMENT

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.

- 9.4.2 *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
- 9.4.3 *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 (Cal. Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).
- 9.4.4 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
- 9.4.5 *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).

9.5 Subrecipient Monitoring

Contractor must obtain a Unique Entity Identifier (UEI) assigned by the System for Award

SUBVENTION AGREEMENT

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.

9.6 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 imposed under state law. The EO direct state agencies to terminate contracts 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; 2 CFR Parts 200 and 300; 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.
- Eligible Entity “Eligible entity” means an entity—(1) that is an eligible entity as defined in 42 USC Section 9902(1), or is designated by the process described in 42 USC Section 9909 (including an organization serving migrant or seasonal farmworkers that is so described or designated); (2) that has a tripartite board or other mechanism described in subsection (a) or (b), as appropriate, of 42 USC Section 9910; and (3) provides services in their Service Area pursuant to a CSBG grant from CSD.
- 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.

SUBVENTION AGREEMENT

- Modification: An immaterial change to this Agreement that does not require an Amendment.
- Native American Indian Program (NAI): A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of ‘eligible entity’ as defined in subdivision (g) of § 12730. An NAI may be considered a ‘public organization’ for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 USC § 9910(b)(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);
 - 6. CSBG Annual Report Work Plan (CSD 641);
 - 7. CSBG Annual Report Projections (CSD 641A and/or CSD 641B); and
 - 8. Joint Powers Agreement (if applicable).

- B. *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities during the Period of Performance from January 1, 2026, through December 31, 2026. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and/or 641B 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 2026 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal.

- C. 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);

SUBVENTION AGREEMENT

4. CSBG Discretionary Contract Budget Narrative (CSD 627C); and
 5. CSBG Discretionary Grant Work Plan/Final Report (CSD 626FR - rev.11.2021).
- 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: 2026 CSBG Allocation Spreadsheet

Attachment B: Supplemental Audit Guide