



Human Welfare and Community Action Commission

AGENDA

Wednesday, October 19, 2022

6:30 PM

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this meeting of the Housing Advisory Commission will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.

To access the meeting remotely using the internet: Join from a PC, Mac, iPad, iPhone, or Android device: Use URL –<https://zoom.us/j/4863098496>

If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon on the screen. **To join by phone: Dial 1-669-900-6833 and Enter Meeting ID: 486 309 8496.** If you wish to comment during the public comment portion of the agenda, press *9 and wait to be recognized by the Chair.

Preliminary Matters

1. Roll Call
2. Agenda Approval
3. Public Comment

Update/Action Items

The Commission may take action related to any subject listed on the agenda, except where noted.

Berkeley Community Action Agency Board Business

4. Approve minutes from the 8/31/2022 Regular Meeting (Attachment A) – All
5. Discussion and possible action regarding CSBG 2022 Funding (Attachment B) – Staff
6. Review City of Berkeley funded agency Program and Financial reports (Attachment C) — Staff
 - a. McGee Avenue Baptist Church program and financial reports

Other Discussion Items

7. Subcommittee update and possible action regarding a mechanism for City employees and service providers to communicate (Attachment D)– Commissioners Behm-Steinberg and Sood
8. Discussion and possible action regarding senior housing and programs – Commissioner Bookstein
9. Discussion and possible action regarding a site visit to the Pathways facility – Commissioner Behm-Steinberg
10. Discussion and possible action regarding draft Council item “Requirements for Contracted Non-Profit Service Providers and Transparency of Grant Reports” – Commissioner Behm-Steinberg (Attachment E)
11. Discussion and possible action regarding draft Council item “Eligibility for Service as a Representative of the Poor” – Commissioner Behm-Steinberg (Attachment F)
12. Discussion and possible action regarding draft Council item “Accessibility and Availability of Materials on City Website” – Commissioner Behm-Steinberg (Attachment G)
13. Discussion and possible action regarding draft Council item “Accessibility Quality Assessment program to handle non-conforming public facilities and complaints from seniors and disabled people over substandard services or services not provided” (Attachment H)
14. Review latest City Council meeting agenda
15. Announcements
16. Future Agenda Items

Adjournment

Attachments

- A. Draft Minutes of the 8/31/2022 Meeting
- B. CSBG 2022 Contract
- C. Program and financial reports from McGee Avenue Baptist Church
- D. Draft Council item “Project Wiki for City Staff and contracted agencies to share information”
- E. Draft Council item “Requirements for Contracted Non-Profit Service Providers and Transparency of Grant Reports”

- F. Draft Council item “Eligibility for Service as a Representative of the Poor”
- G. Draft Council item “Accessibility and Availability of Materials on City Website”
- H. Draft Council item “Accessibility Quality Assessment program to handle non-conforming public facilities and complaints from seniors and disabled people over substandard services or services not provided”

Review City Council Meeting Agenda at City Clerk Dept. or
<http://www.cityofberkeley.info/citycouncil>

Communications

Communications to Berkeley boards, commissions or committees are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information. Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection at Housing and Community Services Department located at 2180 Milvia Street, 2nd Floor.

This meeting is being held in a wheelchair accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6418 (V) or 981-6347 (TDD) at least three business days before the meeting date. **Please refrain from wearing scented products to this meeting.**

Secretary:

Mary-Claire Katz
Health, Housing & Community Services Department
510-981-5414
mkatz@CityofBerkeley.info

Mailing Address:

Human Welfare and Community Action Commission
Mary-Claire Katz, Secretary
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704

Internal



Human Welfare and Community Action Commission

DRAFT MINUTES

Wednesday, August 31, 2022

6:30 PM

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

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Preliminary Matters

1. Roll Call
 - Present: Behm-Steinberg, Bookstein, Omodele, Sood, Lippman.
 - Absent: Sim.
 - Quorum: 4 (Attended: 6).
 - Staff Present: Mary-Claire Katz, Margot Ernst, Joshua Oehler.
 - Public Present: Helen Walsh.
2. Agenda Approval
 - a. Switch items 7 and 11 for discussion.
 - b. Items 8 and 9 will be continued to the next meeting.
3. Public Comment
 - a. None

Update/Action Items

The Commission may take action related to any subject listed on the agenda, except where noted.

Berkeley Community Action Agency Board Business

4. Approve minutes from the 6/15/2022 Regular Meeting (Attachment A) – All
Action: M/S/C (Sood/Omodele) to approve the minutes.

Vote: Ayes – Behm-Steinberg, Bookstein, Lippman, Omodele, Sood; Noes – None; Abstain – None; Absent – Sim.

5. Discussion of Recommendation to Extend Community Agency Contracts for One Year at Existing Levels and Postpone the Community Agency Request for Proposal (RFP) Until FY 2024 (Attachment B)– Staff
 No action taken.
6. Review City of Berkeley funded agency Program and Financial reports (Attachment C) — Staff
 - a. Multicultural Institute Lifeskills program and financial reports
 No action taken.

Other Discussion Items

7. Discussion and possible action regarding a mechanism for City employees and service providers to communicate (Attachment D)– Commissioner Behm-Steinberg
 No action taken.
8. Subcommittee for prevention and ending of homelessness in Berkeley update and possible action on communication to Council – Commissioners Bookstein, Lippman, Omodele
 No action taken.
9. Subcommittee on Alta Bates update – Commissioners Bookstein, Omodele
 No action taken.
10. Discussion and possible action regarding senior housing and programs – Commissioner Bookstein
 Public Comment: Helen Walsh tells commission to contact Michai Freeman regarding this topic.
11. Discussion and possible action regarding a site visit to the Pathways facility – Commissioner Behm-Steinberg
Action: M/S/C (Sood/Behm-Steinberg) to form a subcommittee to draft a letter to Council on this topic. The letter will be brought for review and a vote to send to Council at the next commission meeting.
Vote: Ayes – Behm-Steinberg, Bookstein, Lippman, Omodele, Sood; Noes – None; Abstain – None; Absent – Sim.

Public Comment – Helen Walsh says that the City uses the definition of non-conforming but needs more oversight at the shelters. If an ADA accessible bathroom is used as storage at a site, it is not ADA compliant. There needs to be more oversight at facilities. There is a stigma in shelters if a disabled person cannot take care of themselves in shared spaces if EDI cannot help them bathe.

There needs to be safe storage for insulin storage. Under ADA when you live somewhere you have rights to visitors, as it relates to site visit at Pathways.

12. Discussion and possible action regarding draft Council item “Requirements for Contracted Non-Profit Service Providers and Transparency of Grant Reports” – Commissioner Behm-Steinberg (Attachment E)
 No action taken.
13. Discussion and possible action regarding draft Council item “Eligibility for Service as a Representative of the Poor” – Commissioner Behm-Steinberg (Attachment F)
 No action taken.
14. Discussion and possible action regarding draft Council item “Accessibility and Availability of Materials on City Website” – Commissioner Behm-Steinberg (Attachment G)
 No action taken.
15. Review latest City Council meeting agenda
 No action taken.
16. Announcements
 Commissioner Lippman announces that he will be winding down his tenure on the HWCAC and will likely leave the commission by the end of the year. He expresses concern about losing low-income representative members and reaching out to the community to be elected onto the commission.
17. Future Agenda Items
 Items 11-14 on this agenda will be carried onto the next meeting agenda.

Adjournment

Action: M/S/C (Sood/Behm-Steinberg) to adjourn at 8:33PM.

Vote: Ayes – Behm-Steinberg, Bookstein, Lippman, Omodele, Sood; Noes – None; Abstain – None; Absent – Sim.

Attachments

- A. Draft Minutes of the 6/15/2022 Meeting
- B. Recommendation to Extend Community Agency Contracts for One Year at Existing Levels and Postpone the Community Agency Request for Proposal (RFP) Until FY 2024
- C. Program and financial reports from Multicultural Institute
- D. Draft Council item “Project Wiki for City Staff and contracted agencies to share information”

Internal

Draft Minutes – HWCAC
 August 31, 2022
 Page 4 of 4

- E. Draft Council item “Requirements for Contracted Non-Profit Service Providers and Transparency of Grant Reports”
- F. Draft Council item “Eligibility for Service as a Representative of the Poor”
- G. Draft Council item “Accessibility and Availability of Materials on City Website”

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REVENUE CONTRACT REVIEW FORM "NEW CONTRACTS"

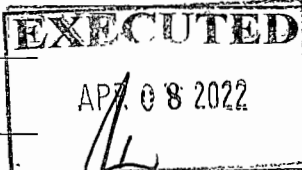
Contract # 42200053	Vendor # 30049
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Agency:	State of CA Department of Community Services and Development
Amount:	\$274,202.00
For:	Community Services Block Grant funding

I. Routing and signatures (*Before* contract execution):

I have reviewed all elements of the revenue contract package and certify that it is complete and accurate.

- | | | | | |
|----|---|-------------------|------------------|-------------|
| 1. | Mary-Claire Katz <u>MCK, 2/2/22</u> | HHCS | 981-5414 | 1/5/22 |
| | Project Manager (PRINT NAME/SIGN) | Department | Phone No. | Date |
| 2. | Ann Song <u>Ann Song</u> | | | 2/2/2022 |
| | Department Administrative Officer / Accounting (PRINT NAME/SIGN) | | | Date |
| 3. | Amy Davidson <u>A.M. Davidson</u> | | | 2/2/2022 |
| | Department Head (PRINT NAME/SIGN) | | | Date |
| 4. | Josh Rosen <u>Josh Rosen</u> | | | 3/1/2022 |
| | Contract Administrator (PRINT NAME/SIGN) | | | Date |
| 4. | Sharon Frederichsen <u>Sharon Frederichsen</u> APPROVED VIA EMAIL | | | 3/1/2022 |
| | Budget Manager (PRINT NAME/SIGN) | | | Date |
| 5. | City Manager (Will not sign the contract unless all signatures and dates appear above) | | | |
| 6. | City Clerk (Initial _____) | | | |



NOTE: Some government agencies require a City Manager signature before signing. If so, after the CM signs, the Revenue Contract will be submitted to the grantor for contract execution. After the agency signs, the Project Manager submits the revenue contract to the City Clerk for filing.

II. Routing and signatures (*After* outside party signs):

	<u>Attached</u>	<u>Waiver Attached</u>	<u>Not Required</u>
Contract package contains: <u>DOCUSIGN</u> FY22			
<input checked="" type="checkbox"/> One Original, in a folder (Vital Record)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*The Vital Record contract **MUST** be in a folder. If requested from vendor, Vendor copy may be assembled with an Acco-fastener.
 **DocuSign Agreements only require 1 Original (Vital Record) copy.

Required Exhibits:

- | | | | |
|--|-------------------------------------|--------------------------|--------------------------|
| 1. Scope of Services | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Payment Provisions | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Council Resolution No: 70,155-N.S. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Roben, Josh

From: Friedrichsen, Sharon
Sent: Monday, March 7, 2022 1:59 PM
To: Roben, Josh
Cc: Murty, Rama; Rosete, Michelle
Subject: FW: New Revenue Contract: State of CA Dept. of Community Services and Devt.

Josh,
Budget Final- Approved
Sharon

From: Rosete, Michelle
Sent: Monday, March 7, 2022 12:54 PM
To: Friedrichsen, Sharon <SFriedrichsen@cityofberkeley.info>
Cc: Murty, Rama <RMurty@cityofberkeley.info>
Subject: New Revenue Contract: State of CA Dept. of Community Services and Devt.

Budget Initial – APPROVED

Notes:

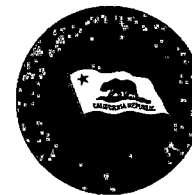
Authorizing Council Res# - 70,155 for 2022 Community Services Block Grant (CSBG) to support anti-poverty prpograms
Standard Agreement# - 22F-5001
Contract Amount: \$274,202
Contract Term: 01/01/2022 through 05/31/2023
Fund will be deposited and expended from Fund 334 (CSBG Fund)

Michelle M. Rosete
Associate Management Analyst
City Manager's Office
Budget and Fiscal Management Division
Tel. (510) 981-7042
E-mail: mrosete@cityofberkeley.info



DAVID SCRIBNER
DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

November 3, 2021

Dear Executive Director:

The Department of Community Services and Development (CSD) is pleased to announce the release of the 2022 Community Services Block Grant (CSBG) contract. This cover letter provides information on the release of the CSBG grant award, contract period of performance, 2022 contract allocation, contract submission process, advance payments, and CSD's operation under Continuing Resolution (CR) (H.R. 5305) through December 3, 2021. Also included is information on the contract webinar and available resources on the Local Agencies Portal.

On October 29, 2021, CSD received California's Notice of Grant Award for \$16,379,862, which represents the first quarter release of 2022 CSBG Grant funds under the CR and the amount of the total contract allocation CSBG agencies are authorized to expend.

Attached is the 2022 CSBG contract and allocation spreadsheet for the 2022 program year. The allocation spreadsheet reflects a total 2022 CSBG contract allocation of \$65,519,449 and to be used for the purposes of contract planning and execution. When completing your CSBG fiscal data budget forms, please use the amount identified for your agency on the spreadsheet labeled "Total 2022 Contract."

The 2022 CSBG Contract term encompasses two distinct timeframes: a period of performance from January 1, 2022 through December 31, 2022, and an extension period from January 1, 2023 through May 31, 2023. Agencies are expected to expend 100 percent of their contract amount as referenced in Article 1.3 *Agreement Amount* of the 2022 CSBG contract by the end of the period of performance. The extension period is available upon CSD's approval for agencies who are unable to fully expend their contract amount during the period of performance. Requests for an extension must be submitted to CSD no later than November 16, 2022.

To facilitate the timely execution of your contract, please refer to the checklist for all required documents and due dates for contract deliverables. Agencies are required to execute the CSBG contract electronically via DocuSign. The contract packet, including all deliverables, must be completed and returned to CSD within 30 calendar days for private non-profit agencies and 45 calendar days for public agencies from the date of this contract release. Please refer to Article 2.1, *Required Documents*, for further information.

Executive Director

Page 2

Please note that all contract documents and deliverables must be received and approved by CSD to receive an advance payment (also referred to as working capital advance) or expenditure reimbursement. Following the approval of contract deliverables, your agency's advance payment will be automatically authorized. If your agency declines to receive an advance payment, please submit a letter with the contract on your organization's letterhead, declining the advance payment.

Income Eligibility Threshold Federal Poverty Level (FPL)

On October 19, 2021, OCS issued a Dear Colleague Letter advising of the CR signed into law by President Biden on September 30, 2021, that allocates CSBG funds and extends the authority for states to revise the eligibility income limit from 125 to 200 percent of the Federal Poverty Level (FPL) through December 3, 2021 for regular CSBG and CARES CSBG funding. Since the effective date of the 2022 CSBG contract is scheduled to occur after the CR deadline, CSD will issue separate guidance on applying the 200 percent of the FPL income eligibility threshold upon notification from OCS. Please note that with the passage of AB 135 (Chapter 85, Statutes of 2021), California's income eligibility threshold aligns with FPL; therefore, if an extension of the 200 percent of FPL is not approved, CSBG eligibility will revert to 125 percent of the FPL.

In mid-November 2021, a recorded contract webinar will be uploaded to CSD's Local Agencies Portal, which will provide guidance on important contract elements and aid the completion of required contract forms. In addition, a live question and answer session will be held in early December 2021 to respond to questions pertinent to the contract and execution process.

The red-lined version of the 2022 CSBG contract language is available on CSD's Local Agencies Portal, under the CSBG Contracts tab. For any questions related to the contract submission, program requirements, or the contract webinar, please contact your designated Field Representative.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER

Director

Department of Community Services and Development

Attachments

2022 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: <https://agencies.csd.ca.gov/home/CSBG/Pages/Forms.aspx#k=#s=16>

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:

<https://agencies.csd.ca.gov/home/CSBG/Pages/Forms.aspx#k=#s=16>



- CSD 425.S CSBG Contract Budget Summary**



2022 Community Services Block Grant (CSBG) Contract Checklist

- **CSD 425.1.1 CSBG Budget Support Personnel Costs**
- **CSD 425.1.2 CSBG Budget Support Non-Personnel Costs**
- **CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds**
- **CSD 425.1.4 CSBG Contract Budget Narrative**

- CSBG Annual Work Plan (CSD 641)**
- 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.)
- Submit CSBG Annual Work Plan target projections for Modules 3 and 4** using CSD 641A and 641B (worksheets) available on the Local Agencies Portal.

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:

<https://agencies.csd.ca.gov/home/CSBG/Pages/Forms.aspx#k=#s=16>

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.

State of California
Department of Community Services and Development
2022 CSBG Allocation
Non-CAAs

Attachment A

ATTACHMENT B

NATIVE AMERICAN INDIANS

Agency	Contract Number	Total 2022 Contract	25% Advance
Karuk Tribe (NAI-LPA) (Core Funding)	22F-5101	42,000	0
Karuk Tribe (NAI-LPA)	22F-5102	81,891	0
NCIDC, Inc. (NAI-LPA) (Core Funding)	22F-5103	122,000	30,500
NCIDC, Inc./LIFE (NAI-LPA) (Core Funding)	<i>(Included with NCIDC below)</i>		
NCIDC, Inc. (NAI-LPA)	22F-5104	2,016,115	504,029
Co of LA Workforce Dev, Aging & Com Srvc	22F-5105	293,253	73,313
TOTAL		<u>2,555,259</u>	<u>607,842</u>

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	Total 2022 Contract	25% Advance
California Human Development Corporation	22F-5201	1,506,947	376,737
Proteus, Inc.	22F-5202	2,424,220	606,055
Central Valley Opportunity Center, Inc.	22F-5203	589,675	147,419
Center for Employment Training	22F-5204	2,031,103	507,776
TOTAL		<u>6,551,945</u>	<u>1,637,987</u>

**LIMITED PURPOSE AGENCIES
(DISCRETIONARY FUNDS)**

Agency	Contract Number	Total 2022 Contract	25% Advance
Community Design Center	22F-5301	174,886	43,722
Del Norte Senior Center, Inc.	22F-5302	141,224	35,306
Rural Community Assistance Corporation	22F-5303	189,677	0
TOTAL		<u>505,787</u>	<u>79,028</u>

State of California
Department of Community Services and Development
2022 CSBG Allocation
CAAs

Attachment A

County	Agency	Contract Number	Total 2022 Contract	25% Advance
Alameda	Berkeley Community Action Agency	22F-5001	274,202	68,551
Alameda	City of Oakland, Human Services Department	22F-5002	1,391,569	347,892
Alpine	Inyo Mono Advocates for Community Action, Inc.	22F-5003	1,344	336
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	22F-5004	268,469	67,117
Butte	Community Action Agency of Butte County, Inc.	22F-5005	371,228	92,807
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	22F-5006	267,779	66,945
Colusa	SEE GLENN COUNTY			
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	22F-5007	873,970	218,493
Del Norte	Del Norte Senior Center, Inc.	22F-5008	52,584	13,146
El Dorado	El Dorado County Health and Human Services Agency	22F-5009	293,811	0
Fresno	Fresno County Economic Opportunities Commission	22F-5010	1,905,650	476,413
Glenn/Colusa/Trinity	Glenn County Community Action Department	22F-5011	269,282	67,321
Humboldt	Redwood Community Action Agency	22F-5012	276,589	69,147
Imperial	Campesinos Unidos, Inc.	22F-5013	321,966	80,492
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	22F-5014	265,960	66,490
Kern	Community Action Partnership of Kern	22F-5015	1,530,496	382,624
Kings	Kings Community Action Organization, Inc.	22F-5016	309,457	0
Lake/Mendocino	North Coast Opportunities, Inc.	22F-5017	561,536	140,384
Lassen/Plumas/Sierra	Plumas County Community Development Commission	22F-5018	267,437	66,859
Los Angeles	Foothill Unity Center, Inc.	22F-5019	331,185	82,796
Los Angeles	Long Beach Community Action Partnership	22F-5020	808,733	202,183
Los Angeles	County of Los Angeles Dept. of Public Social Services	22F-5021	6,239,069	0
Los Angeles	City of Los Angeles Housing + Community Investment Dept.	22F-5022	6,756,987	1,689,247
Madera	Community Action Partnership of Madera County, Inc.	22F-5023	286,748	71,687
Marin	Community Action Marin	22F-5024	277,112	69,278
Mariposa	SEE CALAVERAS COUNTY			
Mendocino	SEE LAKE COUNTY			
Merced	Merced County Community Action Agency	22F-5025	513,137	128,284
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	22F-5026	269,282	67,321
Mono	SEE INYO COUNTY			
Monterey	Monterey County Community Action Partnership	22F-5027	514,145	128,536
Napa	Community Action Napa Valley	22F-5028	294,879	73,720
Nevada	Nevada County Dept. of Housing & Community Services	22F-5029	278,748	0
Orange	Community Action Partnership of Orange County	22F-5030	2,808,423	702,106

State of California
Department of Community Services and Development
2022 CSBG Allocation
CAAs

Attachment A

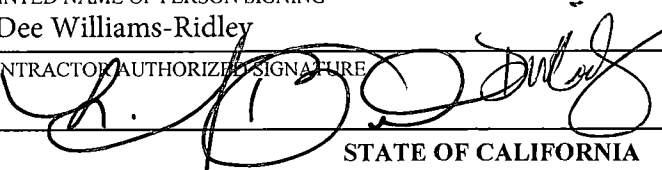
County	Agency	Contract Number	Total 2022 Contract	25% Advance
Placer	Project GO, Inc.	22F-5031	343,522	85,881
Plumas	SEE LASSEN COUNTY			
Riverside	Community Action Partnership of Riverside County	22F-5032	2,672,059	668,015
Sacramento	Sacramento Employment and Training Agency	22F-5033	1,815,891	453,973
San Benito	San Benito County H&HSA, CS & WD	22F-5034	275,298	0
San Bernardino	Community Action Partnership of San Bernardino County	22F-5035	2,766,917	691,729
San Diego	County of San Diego, H&HSA, CAP	22F-5036	3,427,251	856,813
San Francisco	Urban Services YMCA	22F-5037	878,653	219,663
San Joaquin	San Joaquin County Dept. of Aging & Community Services	22F-5038	1,001,853	0
San Luis Obispo	CAP of San Luis Obispo County, Inc.	22F-5039	305,707	0
San Mateo	San Mateo County Human Services Agency	22F-5040	465,921	0
Santa Barbara	Community Action Commission of Santa Barbara County	22F-5041	544,516	136,129
Santa Clara	Sacred Heart Community Service	22F-5042	1,454,766	363,692
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	22F-5043	298,195	74,549
Shasta	Shasta County Community Action Agency	22F-5044	307,734	0
Sierra	SEE LASSEN COUNTY			
Siskiyou	SEE MODOC COUNTY			
Solano	Community Action Partnership of Solano, JPA	22F-5045	395,290	98,823
Sonoma	Community Action Partnership of Sonoma County	22F-5046	461,030	115,258
Stanislaus	Central Valley Opportunity Center, Inc.	22F-5047	787,054	196,764
Sutter	Sutter County Community Action Agency	22F-5048	276,561	69,140
Tehama	Tehama County Community Action Agency	22F-5049	293,419	73,355
Trinity	SEE GLENN COUNTY			
Tulare	Community Services & Employment Training, Inc.	22F-5050	923,427	230,857
Tuolumne	SEE AMADOR COUNTY			
Ventura	Community Action of Ventura County, Inc.	22F-5051	700,758	175,190
Yolo	County of Yolo Health and Human Services Agency	22F-5052	302,667	75,667
Yuba	Yuba County Community Services Commission	22F-5053	280,035	70,009
TOTAL, all counties			<u>49,860,301</u>	<u>10,095,682</u>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

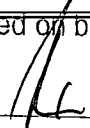
STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 22F-5001	PURCHASING AUTHORITY NUMBER (if applicable)
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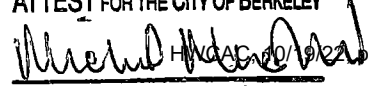
- 1 This Agreement is entered into between the Contracting Agency and the Contractor named below
 CONTRACTING AGENCY NAME
Department of Community Services and Development
 CONTRACTOR NAME
Berkeley Community Action Agency
- 2 The term of this Agreement is: **January 1, 2022 through May 31, 2023**
- 3 The maximum amount of this Agreement is: **Total \$274,202.00**
- 4 The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 - Preamble
 - Article 1 - Scope of Work
 - Article 2 - Contract, Administration, Procedure
 - Article 3 - Agreement Changes
 - Article 4 - Administrative Policies and Procedures
 - Article 5 - Program Budget Requirements and Payments
 - Article 6 - Financial Reporting
 - Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting
 - Article 8 - Compliance Policies and Procedures
 - Article 9 - Federal and State Policies and Provisions
 - Definitions
 - Table of Forms and Attachments
 These documents can be accessed at <https://providers.csd.ca.gov/>.

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

CONTRACTOR		California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc) Berkeley Community Action Agency			
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 2180 Milvia Street, 2nd Floor, Berkeley, CA 94704			
PRINTED NAME OF PERSON SIGNING Dee Williams-Ridley		TITLE City Manager	
CONTRACTOR AUTHORIZED SIGNATURE 		DATE SIGNED 3/9/22	
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Community Services and Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE ZIP CA 95833
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

Registered on behalf of the City Auditor:

 Finance Department

ATTEST FOR THE CITY OF BERKELEY

 DEPUTY CITY CLERK

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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

AGREEMENT NUMBER

22F-5001

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Berkeley Community Action Agency

2. The term of this Agreement is: **January 1, 2022 through May 31, 2023**

3. The maximum amount of this Agreement is: **Total \$274,202.00**

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

Preamble

Article 1 - Scope of Work

Article 2 - Contract, Administration, Procedure

Article 3 - Agreement Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Program Budget Requirements and Payments

Article 6 - Financial Reporting

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

Article 8 - Compliance Policies and Procedures


Article 9 - Federal and State Policies and Provisions


Definitions

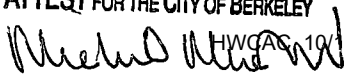
Table of Forms and Attachments

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

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

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>					
Berkeley Community Action Agency					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP					
2180 Milvia Street, 2nd Floor, Berkeley, CA 94704					
PRINTED NAME OF PERSON SIGNING			TITLE		
Dee Williams-Ridley			City Manager		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
 <small>DocuSigned by: 5F09300CA2E54EC</small>			4/1/2022		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME					
Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP	
2389 Gateway Oaks Drive, Suite 100		Sacramento	CA	95833	
PRINTED NAME OF PERSON SIGNING		TITLE			
Chris Vail		Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval. 	
 <small>DocuSigned by: 5738D524A1A146E</small>		4/8/2022			
Registered on behalf of the City Auditor:					


Finance Department

ATTEST FOR THE CITY OF BERKELEY

 HWGAC 10/19/22, pg. 18 of 97
DEPUTY CITY CLERK



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

PROGRAM: **Community Services Block Grant**

PERIOD: January 1, 2022 through May 31, 2023

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.

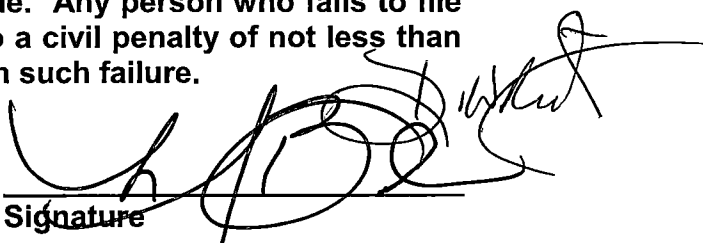
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

City Manager

Title



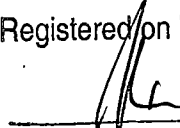
Signature

City of Berkeley/Berkeley
Community Action Agency


Agency/Organization

3/1/22

Date

Registered on behalf of the City Auditor:


Finance Department

ATTEST FOR THE CITY OF BERKELEY


DEPUTY CITY CLERK
ASST.
22, pg. 19 of 97



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

PROGRAM: 2022 Community Services Block Grant (CSBG)

PERIOD: January 1, 2022 through May 31, 2023

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.

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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.

City Manager

Title

Berkeley Community Action Agency

Agency/Organization

Registered on behalf of the City Auditor:

Finance Department

DocuSigned by:

5E09300CA2E54EC

Signature

4/1/2022

Date

ATTEST FOR THE CITY OF BERKELEY

DEPUTY CITY CLERK

ASST.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproductions Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

[Empty reporting area]

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.

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

Return with the Contract

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

Please e-mail completed report forms to your respective program e-mail address listed below:

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

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

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

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

AGENCY/SUB-AWARDEE INFORMATION

Agency Name	Berkeley Community Action Agency			
Program Type (<i>check one</i>)	<input checked="" type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input type="checkbox"/> LIHEAP	<input type="checkbox"/> DOE WAP
Contract #(s) (<i>list all active contracts for the selected program</i>)	22F-5001			
Contract Period(s) (<i>mm/dd/yy - mm/dd/yy</i>)	January 1, 2022 -	May 31, 2023		
Agency Unique Identifier (DUNS Number)	76529924			
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	Margot Ernst		
	Title	Housing and Community Services Manager		
	E-mail:	MErnst@cityofberkeley.info		
	Phone:	(510)981-5427		
Location of Agency	Mailing Address:	2180 Milvia Street, 2nd Floor		
	State:	CA		
	Zip + 4 digits (+4 digit is required)	94704-1122		
	U.S. Congressional District:	9		
	State Assembly District:	15		
	State Senate District:	9		

Department of Community Services and Development
 CSD 279 (Rev. 1/2015)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street Address:	2180 Milvia Street
	State:	CA
	Zip + 4 digits (+4 digit is required)	94704-1122
	U.S. Congressional District:	9
	State Assembly District:	15
	State Senate District:	9
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). 	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, <u>you are now finished completing this form.</u>)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Description of Information Requested

Place of Performance

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

Agency/Sub-Awardee Executive Compensation Reporting

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

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

Exemptions: Refer to 2 CFR

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

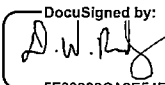
Additional Resources

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

CCC 04/2017

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.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Berkeley		<i>Federal ID Number</i> - - -
<i>By (Authorized Signature)</i>		
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>5E08300CA2F545C</small> </div>		
<i>Printed Name and Title of Person Signing</i>		
Dee Williams-Ridley		Dee Williams-Ridley, City Manager
<i>Date Executed</i> 4/1/2022	<i>Executed in the County of</i> Alameda	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **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. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace 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: the Contractor has made false certification, or violated the

SUBVENTION AGREEMENT

TABLE OF CONTENTS

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SUBVENTION AGREEMENT

PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2022 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on the face sheet of this Agreement, Form STD 213 (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Sections 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Sections 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire performance period of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services (HHS).

1.2 Agreement Term

- 1.2.1 The term of this Agreement shall be as specified on the Agreement face sheet (STD 213) and is divided into two distinct sections: a period of performance from January 1, 2022 through December 31, 2022, and an extension period of January 1, 2023 through May 31, 2023. The Contractor is expected to expend 100 percent of the Agreement amount as referenced in Article 1.3 below, by the end of the period of performance. The extension period is available upon approval by CSD to contractors unable to fully expend the Agreement amount during the period of performance.
- 1.2.2 *Period of Performance.* The period of performance of this Agreement shall be from January 1, 2022 through December 31, 2022. 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, 2023 through May 31, 2023 to those contractors who will not fully expend 100 percent of the Agreement amount by the

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end of the performance period. Requests for extensions must be received no later than November 16, 2022.

1.3 Agreement Amount

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

- 1.3.1 The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant award.
- 1.3.2 Upon notification of the full federal fiscal year grant award amount from the HHS, CSD shall, if necessary, issue an amendment to this Agreement to increase or decrease the maximum amount.
- 1.3.3 If the full amount of the HHS CSBG grant award to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure and shall advance funds in accordance with Article 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the maximum amount of the Agreement has been revised.
- 1.3.4 In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's maximum amount of the Agreement prior to the end of the contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS and the contract shall be closed on that basis without need for amendment.
- 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>.

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:

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- 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 (Gov. Code) § 12085 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601-100795;
- 1.5.1.3 The Single Audit Act, 31 USC § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75;
- 1.5.1.4 California Civil Code §§ 1798 et seq., and the Federal Privacy Act of 1974 (5 USC § 552a); Requirements to Respond to Incidents Involving a Breach of Personal Information, Statewide Information Management Manual (SIMM) 5340-C, California Department of Technology; and
- 1.5.1.5 California Contractor Certification Clauses 04/2017 (CCC 04/2017); and State contracting requirements, “General Terms and Conditions, GTC 04/2017”. The provisions in their entirety, can be reviewed and downloaded at the Department of General Services website at <https://www.dgs.ca.gov/>.
- 1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed within this Agreement, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the authorities directly conflict with any State law or regulation, or any provision of this Agreement, then that federal law or regulation shall apply, unless a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.
- 1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor’s eligibility to receive CSBG funds, provided:
- 1.5.3.1 That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” or “CSD Program Advisory (CPA) No. XX-XX”;
- 1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
- 1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;

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- 1.5.3.4 That major and material changes in program requirements, which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
- 1.5.3.5 That the parties' failure or inability to execute a mutually acceptable amendment within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
- 1.5.3.6 That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and
- 1.5.3.7 That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- 1.5.4 The federal and state laws, regulations, and other authorities referenced in this Agreement are hereby incorporated by reference. Copies may be accessed for reference on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Required Documents

- 2.1.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation. The following documents shall be returned to the Budget and Contracts Services Unit at contracts2@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);

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- 2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and
- 2.1.1.5 Board Resolution authorizing execution of this Agreement.
- 2.1.2 In addition to the documentation requirements set forth in Article 2.1.1, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. The following documents shall be returned to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies, and shall each be subject to approval by CSD in form and substance:
 - 2.1.2.1 CSBG Contract Budget Summary (CSD 425.S);
 - 2.1.2.2 CSBG Budget Support Personnel Costs (CSD 425.1.1);
 - 2.1.2.3 CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
 - 2.1.2.4 CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
 - 2.1.2.5 CSBG Contract Budget Narrative (CSD 425.1.4);
 - 2.1.2.6 CSBG Annual Report Work Plan (CSD 641)
 - 2.1.2.7 CSBG Annual Report Projections (CSD 641A and or CSD 641B)
 - 2.1.2.8 Agency Staff and Board Roster (CSD 188);
 - 2.1.2.9 Board Meeting Schedule; and
 - 2.1.2.10 Updated Organizational Bylaws (if applicable).
- 2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2022 CSBG Agreement and any amendments.
- 2.1.4 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.
- 2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and posted to the Local Agencies Portal at <https://agencies.csd.ca.gov/> until such time as a subsequent agreement or amendment is executed by the parties.

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- 2.1.6 Contractors that are public or governmental entities with local provisions requiring receipt of a copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies for execution and retention.

2.2 Contractor's Option of Termination

- 2.2.1 Contractor may, at Contractor's sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, provided:
- 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

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have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2.3.1.2 If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

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

2.3.2 *Federal Budget Contingency.*

2.3.2.1 The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.

2.3.2.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.2.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

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2.4 Miscellaneous Provisions

- 2.4.1 *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- 2.4.2 *Merger/Entire Agreement.* This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 2.4.3 *Severability.* If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- 2.4.4 *Notices.* Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Cal. 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

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Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

- 3.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.
- 3.1.3 *Extension Period.* If Contractor identifies that they will not fully expend 100 percent of the Agreement amount by the end of the period of performance, then Contractor shall submit written notification to their assigned Field Representative on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the period of performance or no later than November 16, 2022. Refer to Article 1.2.2 for period of performance. The CSD Form 425b shall include:
- 3.1.3.1 The reason(s) the Contractor will not fully expend 100 percent of the Agreement amount by the end of the performance period; and
- 3.1.3.2 The date (January 31, February 28, March 31, April 30, or May 31, 2023) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.
- 3.1.4 CSD Form 425b is located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 3.1.5 All requests for an Extension Period are subject to CSD approval.

3.2 Minor Modification

- 3.2.1 Any request(s) for modification to CSBG Fiscal Data or Work Plan documents must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration date of this Agreement.
- 3.2.2 Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*.

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution, and Minutes

- 4.1.1 Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at CSBG.Div@csd.ca.gov and the Contractor's assigned Field Representative the following:

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- 4.1.1.1 Unless otherwise specified in 4.1.1.3 and 4.1.1.4 below, Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) of the tripartite board including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member including an address at a location other than the office of the eligible entity, vacancy title, and date each board seat was vacated. Contractor is responsible to notify CSD of any changes to the tripartite board within 30 calendar days of such occurrence.
- 4.1.1.2 Contractor must provide updated organizational bylaws if any changes occurred within the past calendar year.
- 4.1.1.3 In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to ensure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. NAI Contractor is responsible to notify CSD of any changes to its governing body within 30 calendar days of such occurrence.
- 4.1.1.4 In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. LPA Contractor is responsible to notify CSD of any changes to its board within 30 calendar days of such occurrence.
- 4.1.2 Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: (a) direct signature of a board member having signing authority; or (b) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- 4.1.3 Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain 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.

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- 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 4.14, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative.

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings

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

4.3 Internal Control Certification

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

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

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4.4 Record Retention Requirements

- 4.4.1 All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.361 through § 75.370).
- 4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.
- 4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.), and the Federal Privacy Act of 1974, as amended (5 USC § 552a).

4.5 Insurance Requirements

- 4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 4.5.3 Notices of Insurance must be submitted electronically via email to BNCS@csd.ca.gov.
- 4.5.4 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder. New Certificates of Insurance will be reviewed for content and form by CSD.
- 4.5.5 In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- 4.5.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 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.

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4.5.8 Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

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

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

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

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

4.6.3.1 Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter “fidelity bond”) shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

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

4.6.3.3 Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

4.6.4 *General Liability Insurance.*

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

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

4.6.5 *Vehicle Insurance.*

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

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

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.

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4.7 System Security Requirements

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

4.8 Services Offered

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

4.9 Data Protection

- 4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.3 Data exchanged between CSD and Contractor via email communication must have all personally identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.
- 4.9.4 Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.10 Contractor Systems Security

- 4.10.1 The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access facilities. Individual users may not have access

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to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by appropriate identification, authentication, and authorization methods to validate the approved users.

4.10.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

4.10.3 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.10.4 Contractor shall keep security patches, anti-virus, and anti-malware software up to date on all systems on which data may be used.

4.11 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the federal Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905) and Unauthorized Access to Stored Communications (18 USC § 2701). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the written consent of the owner.

4.12 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.13 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.14 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

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4.15 Travel and Per Diem

- 4.15.1 Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- 4.15.2 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.474) or any amendments thereto, as applicable.
- 4.15.3 In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.16 Codes of Conduct

- 4.16.1 *Written Standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 4.16.2 *Self-Dealing Prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR § 75.327, or subsequent amendments to these requirements.

4.17 Conflict of Interest

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- 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 HHS Awards and amendments thereto, consistent with the general CFR compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance

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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 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

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- 4.20.1 Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and § 75.439).
- 4.20.1.1 Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD, in the following order of priority: (a) activities under a Federal award from CSD; then (b) activities under Federal awards from other HHS awarding agencies.
- 4.20.1.2 During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.
- 4.20.1.3 Any user fees shall be treated as “program income” to the CSBG program, as described in 45 CFR § 75.307.
- 4.20.1.4 Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor’s program activities, and properly allocated to the CSBG grant program. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).
- 4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 (d)), including, but not limited to: (a) property records; (b) physical inventory of the property; (c) a control system to prevent loss, damage, or theft; (d) adequate maintenance procedures; and (e) proper sale procedures.
- 4.20.3 *Sale or Disposition of CSBG-Funded Vehicles and Equipment.*
- 4.20.3.1 If/when Contractor’s CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).

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- 4.20.3.2 Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.
- 4.20.3.3 Pursuant to 45 CFR 75.307(d), (*see also* 45 CFR § 75.2 “Program Income”), sale proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (including 45 CFR §§ 75.318, 75.320 and 75.321).

4.21 Subcontracts

- 4.21.1 Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.
- 4.21.2 *Notification of Subcontract Execution.*
- 4.21.2.1 Contractor shall provide annual written notification to CSD within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 4.21.2.2 This annual written notification shall also include a certification that, to the best of Contractor’s knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.
- 4.21.2.3 If CSD determines that Contractor has executed a subcontract with an 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

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contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75, Subpart E – Cost Principles).

- 4.21.3 Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- 4.21.4 Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- 4.21.5 In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five business days of receipt of notice of such action.

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1.1 Budget

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

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- 5.1.2 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(D), Contractor shall use funds allocated under this Agreement in an amount not to exceed 12 percent of the total operating budget of its community action program(s) only, including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) and the Low Income Household Water Assistance Program (LIHWAP) in excess of the LIHEAP and LIHWAP contractual limitations by the Contractor's agency.

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

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

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

- 5.1.3.2 Community action programs typically:

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

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

- 5.1.4 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 10 percent de minimis indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

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5.1.5 *Budget modifications require pre-approval by CSD.* No originally approved budget line item may be increased or decreased by more than 10 percent (10%) without prior CSD approval. Contractor shall submit a CSD 425b, *Justification for Contract Amendment/Modification and updated budget forms to request a budget modification.*

5.2 Advance Payments – Amount

- 5.2.1 Upon approval of all contract deliverables, CSD shall, in accordance with Cal. Gov. Code § 12781(b), issue an advance payment to Contractor in an amount not to exceed 25 percent of the maximum amount of this Agreement.
- 5.2.2 If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance amount that is available and pay the remaining portion(s) as funds become available.
- 5.2.3 If HHS fails to provide sufficient funds to pay the authorized advance amount during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.
- 5.2.4 If, during the first six months of the contract term, CSD amends this Agreement to increase the maximum amount, CSD shall advance up to 25 percent of the increase to Contractor.
- 5.2.5 Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the contract.

5.3 Advance Payments – Interest on Advances

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

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

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

5.4 Advance Payments – Liquidation of Advance

- 5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the Contractor has expended 75 percent of the maximum amount of this Agreement.
- 5.4.2 CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

5.5 Advance Payments – Lien Rights

The State retains lien rights on all funds advanced.

5.6 Payments

- 5.6.1 Upon approval of Contractor deliverables CSD shall issue payments (as specified by Contractor on the CSD 425.S) 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

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

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

6.2 Close-Out Report

6.2.1 Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended and according to the timelines below. The close out report must be submitted according to the following Period of Performance timeline:

- Period of Performance: January 1, 2022-December 31, 2022; Closeout due March 30, 2023 (90 calendar day closeout)
- Period of Performance: January 1, 2022-March 31, 2023; Closeout due June 30, 2023 (90 calendar day closeout)
- Period of Performance January 1, 2022-April 30, 2023; Closeout due June 30, 2023 (60 calendar day closeout)
- Period of Performance January 1, 2022-May 31, 2023; Closeout due June 30, 2023 (30 calendar day closeout)

6.2.2 The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest versions of the close-out forms are available on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

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

6.2.4 Final expenditures must be submitted by entry into EARS by June 20, 2023.

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

6.2.6 Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

6.2.7 If CSD grants Contractor a term extension, regardless of the extension period, Contractor must submit all required close-out documents, without exception, no later than June 30, 2023.

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6.3 Transparency Act Reporting

- 6.3.1 In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), contractors that: (a) are not required by the IRS to annually file a Form 990 federal return; (b) receive at least 80 percent of their annual gross revenues from federal sources (excluding any ARRA funds); and (c) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of contractor's top five highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to contractors that fall within all three categories set forth in this paragraph.
- 6.3.2 Pursuant to the FFATA reporting requirements (2 CFR Part 170), CSD is required to report information regarding contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD Form 279, located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>, and return with the signed contract to ensure compliance.
- 6.3.3 CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

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

7.1 Fair Hearing for Denial of Client Benefits by Contractor

- 7.1.1 Pursuant to 22 Cal. Code Regs. § 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within 20 calendar days from the denial of assistance.
- 7.1.2 Within five business days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than 30 calendar days from the receipt of the request.
- 7.1.3 The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.2 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, each Contractor shall submit the Organizational Standards annually utilizing the eGov ReportHub system no later than

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August 31st. Contractor shall have until January 31, 2023 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2022 Organizational Standards Assessment.

7.3 Programmatic Reporting

- 7.3.1 *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.
- 7.3.2 *Community Action Plan.* Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD.
- 7.3.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2022, through December 31, 2022. 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 2022 must be completed and submitted with the contract deliverables. A copy of the forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 7.3.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2022, through December 31, 2022. 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, 2023. Access to the eGov system is available at: <https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn>.
- 7.3.5 Contractor shall be required to collect programmatic outcomes associated with services provided under an extended period of performance covering the period January 1, 2022 through the extended period of performance as specified on the STD 213. Contractor must submit the programmatic outcomes through this period in a supplemental report to CSD with the close out packet.

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

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Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

- 8.1.2 Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 8.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with applicable federal and state requirements, with particular reference to 42 USC §§ 9914-9916, and 22 Cal. Code Regs. § 100730, as amended.
- 8.1.4 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

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

- 8.2.1 As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
- 8.2.2 As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:
- 8.2.2.1 Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.2, applicable to CSBG-funded programs; and
- 8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.
- 8.2.3. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor’s program or fiscal performance. Contractor shall cooperate with CSD program staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and

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other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

- 8.2.4 Except under certain conditions whereby advanced notice may not be feasible such as, a whistleblower or other investigation, CSD shall provide Contractor reasonable advance written notice of on-site audit of Contractor's program or fiscal performance. Contractor shall cooperate with CSD audits and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- 8.2.5 In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance. All noncompliance findings must be resolved by the mutually agreed upon corrective action timeframe.

8.3 Collection of Disallowed Costs

- 8.3.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
- 8.3.2 *Time for Response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.3.3 *Notice After Review of Further Supporting Evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in Article 8.3.2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with this Agreement, for CSD's final determination of disallowed costs.
- 8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.
- 8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Article 8.3.

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8.4 Auditing Standards

- 8.4.1 *Applicability.* The standards set forth in in 2 CFR § 200.500 et seq. are hereby incorporated by reference.
- 8.4.2 *Supplemental Audit Guide.* In addition to the applicable audit requirements specified in Article 8.4.1, Contractor must follow the most current CSD Supplemental Audit Guide, which is incorporated into this Agreement by reference and may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

8.5 Audit Reports

- 8.5.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §§ 200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards,” December 2011 Revision, as amended, or the 2018 revision effective for financial audits, attestation engagements, and reviews of financial statements for periods ending on or after June 30, 2021.
- 8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.
- 8.5.3 The financial and compliance audit report shall contain a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All CSBG grants shall be reported separately on the SEFA, i.e., CSBG; Discretionary. In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for **each** contract whose **term ends** during the single-audit fiscal year shall be included in that year’s single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD’s Supplemental Audit Guide.
- 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

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

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

8.6 Failure to Comply with Audit Requirements

8.6.1 In the event that Contractor fails to comply with the audit requirements under this Article, CSD, as appropriate in the circumstances, may take one or more of the following actions, provided in 45 CFR § 75.371 - § 75.375 "Remedies for Noncompliance": (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by CSD; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend (suspension of award activities) or terminate the award; (d) recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR Part 180 and Federal awarding agency regulations at 2 CFR Part 376; (e) withhold further federal awards for the project or program; and (f) take other remedies that may be legally available.

8.6.2 *Collection of Disallowed Costs.* Contractor shall have no less than ten business days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

8.6.3 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Financial Services Unit (FSU) to send an invoice. Contractor will tender payment to FSU or negotiate a repayment plan acceptable to FSU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, for cost disallowances/recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is

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found in the federal CSBG Act (42 USC §§ 9901 et seq.), in the Code of Federal Regulations, and in state regulations, with particular reference to 22 Cal. Code Regs. § 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that Article 8.7 shall: (a) guide, inform and clarify the Enforcement Process; (b) establish the procedures to be followed; and (c) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

8.7.2 *Definitions.*

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

High Risk Designation refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to Enforcement Action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.

Material Breach means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission: (a) constitutes fraud or gross negligence by Contractor or its agent(s); (b) is likely to result in significant waste and/or abuse of federal funds; (c) has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

8.7.3 *Initiation of Enforcement Action.*

8.7.3.1 *Grounds for Enforcement Action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor’s financial condition is

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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 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

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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 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

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issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

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

8.7.6.5 *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include: (a) the amount of disallowed costs to be repaid, if any; and (b) the date by which repayment must be made or, in the alternative, (c) the date by which Contractor must submit a proposed repayment plan for consideration by CSD.

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

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funding and the options for securing Contractor's repayment obligation; and (d) Contractor's financial condition and ability to pay.

- 8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of High-Risk Designation, CSD shall give Contractor written notice of such determination.
- 8.7.8 *Further Enforcement Action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 Cal. Code Regs. § 100780 and other applicable State and federal statutes and regulations.
- 8.7.9 *Contractor's Status During Federal Review Period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 678C of the Community Services Block Grant Act, (42 USC § 9915), except that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

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)

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transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and
- d. Have not, within a three-year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

9.1.2 If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

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

9.2 Affirmative Action Compliance

9.2.1 Each contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

9.2.2 The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 60-1.40, §§ 60-2.10 through 60-2.32, and §§ 60-741.01 through 60-741.47.

9.2.3 Each contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall fully comply with the requirements thereof.

9.3 Nondiscrimination Compliance

9.3.1 Contractor's signature affixed hereon shall constitute a certification that to the

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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. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
- b. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
- c. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
- d. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (41 CFR Subtitle B, Part 60-300);
- e. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended (41 CFR Chapter 60); and
- f. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.).

9.4 Specific Assurances

- 9.4.1 *Pro-Children Act of 1994.* This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.
- 9.4.2 This Agreement incorporates by reference all provisions set forth in "Child Support Services and Referrals", under 42 USC § 9919(b).
- 9.4.3 *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American-made.
- 9.4.4 *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

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9.4.5 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

9.4.6 *Lobbying Activities.* Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93 (Appendix A).

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

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM/>.

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DEFINITIONS

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 USC § 9902; Cal. Gov. Code § 12730; 45 CFR Part 75 and 22 Cal. Code Regs. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

- Agreement: The complete contents of this Agreement entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
- Agreement Term: The timeframe of this Agreement as specified on the Agreement face sheet (STD 213) including the established Period of performance and an extended period granted upon approval to the Contractor by CSD.
- Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
- Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.
- Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 USC § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 USC § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.
- Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.
- 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.

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<u>Contractor:</u>	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	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.
<u>Extended Period of Performance:</u>	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.
<u>Limited Purpose Agency (LPA):</u>	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 USC § 9910(b)(2).
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Native American Indian Program (NAI):</u>	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).
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.
<u>Period of Performance:</u>	Time during which Contractor is expected to complete award activities and expend approved funds.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.

SUBVENTION AGREEMENT

Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Total Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD’s Director or designee, subsequent to the execution of this Agreement.

SUBVENTION AGREEMENT**TABLE OF FORMS AND ATTACHMENTS**

Forms (to be returned with signed Agreement):

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

- B. CSBG Annual Work Plan Projections Modules 3 and 4 (CSD 641A and CSD 641B)

Annual programmatic work plan covers the proposed programmatic activities from January 1, 2022, through December 31, 2022. 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 2022 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

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

The following documents are hereby incorporated by reference:

- Attachment A: 2022 CSBG Allocation Spreadsheet
- Attachment B: Supplemental Audit Guide

RESOLUTION NO. 70,155-N.S.

REVENUE CONTRACT: 2022 COMMUNITY SERVICES BLOCK GRANT (CSBG)

WHEREAS, the City of Berkeley is a Community Action Agency and receives CSBG funds as the Berkeley Community Action Agency to support anti-poverty programs; and

WHEREAS, the Human Welfare and Community Action Commission (HWCAC) acts as an advisory tri-partite Board to the Council providing public participation in the governing process; and

WHEREAS, at the October 20, 2021 HWCAC meeting a motion was passed recommending that the City accept the Community Service Block Grant Funds; and

WHEREAS, this CSBG revenue contract is for the period of January 1, 2022 to May 31, 2023, with the option to extend the contract period and/or accept amendments that either increase the contract amount and/or update contract terms, for a contract amount of \$274,202 (334-51-504-530-0000-000-000-431110); and

WHEREAS, the funds have historically been used to support anti-poverty services and to support City of Berkeley oversight and management of anti-poverty programs (budget code (334-51-504-530-0000-000-444-Various to 334-51-504-535-0000-000-444-Various).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to accept Community Service Block Grant Contract Number 22F-5001 for the amount of \$274,202, and execute any resultant agreements and amendments including amendments that may decrease or increase the contract amount or add discretionary funding, or to change the contract term, or to update contract terms, to provide low-income services for the time period January 1, 2022 to May 31, 2023, with the option to extend the contract period as amended by the California State Department of Community Services and Development. A record signature copy of said agreement and any amendments shall be on file in the office of the City Clerk.

RECEIVED

APR 08 2022


CITY OF BERKELEY
CITY CLERK DEPARTMENT

The foregoing Resolution was adopted by the Berkeley City Council on December 14, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numaihville, City Clerk

[Return to Reports Page](#)

**City of Berkeley
Community Agency
CLIENT CHARACTERISTICS REPORT**

Contract No: 31900255

Agency: **McGee Avenue Baptist Church**
 Program: **Food Program**
 Phone: **510-827-9210**

Period of: **FY 2022**
 Report Prepared By: **Wesley M. Franklin**
 E-mail: **wes2545@comcast.net**

ANNUAL ACCOMPLISHMENTS:

Provide a short summary of your accomplishments in this period:

Meals are served each week on Monday, Wednesday and Friday. During the fiscal year thousands of meals were served. In addition, during the holidays special meals and food baskets were prepared. The program, which was established over 30 years ago, continues to maintain a strong and good presence in the community. A dedicated group of volunteers continues to assist in this valuable program

List below any fiscal year programmatic and administrative problems encountered and status:

The biggest challenge to the Food Program this past fiscal year continues to be related to the ongoing budget issues facing McGee Baptist Avenue Church and other religious/non-profit organization in the community; that is lack of enough funds to do all that it can to fulfill its food mission. The church remains strongly committed to its community food program, but funding is always a challenge and it continue to seek ways to improve funding.

Uploaded Attachments:8. PROGRAM SATISFACTION SURVEY

Question		Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Does Not Apply	I Do Not Understand This Question	Total Number of responses
1. I am satisfied with the services I have received from this program.	This Period								
	Prior Periods								
	Total								
	% of Total								
2. This program's staff treated me with respect.	This Period								
	Prior Periods								
	Total								
	% of Total								
3. This program helped me make progress towards my goals.	This Period								
	Prior Periods								
	Total								
	% of Total								
4. This program met my needs.	This Period								
	Prior Periods								
	Total								
	% of Total								
Additional Questions:									
5. Additional comments from consumers completing the survey									

Date Signed 07/29/2022

Approved By Mary-Claire Katz

Date Signed 09/08/2022

[Return to Reports Page](#)

**CITY OF BERKELEY
COMMUNITY AGENCY STATEMENT OF EXPENSE
04/01/2022 TO 06/30/2022**

Note: Any variation from the Approved Budget exceeding ten percent (10%) requires a Budget Modification Form.

Agency Name: [McGee Avenue Baptist Church](#) Contract #: [31900255](#)
 Program Name: [Food Program](#) PO #: [22001080](#)
 Funding Source : General Fund

Expenditure Category	Staff Name	Approved Budget	Jul-Sep 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Total Expenditure	Budget Balance
Cook	Norm Franklin	\$9,044.00	\$2,261.00	\$2,261.00	\$2,261.00	\$2,261.00	\$9,044.00	\$0.00
Dishwasher	Bettie Pryor	\$4,400.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$4,400.00	\$0.00
Table Monitor	Lorenzo Thomas	\$4,400.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$4,400.00	\$0.00
TOTAL		\$17,844.00	\$4,461.00	\$4,461.00	\$4,461.00	\$4,461.00	\$17,844.00	\$0.00

Advances Received	\$17,844.00
Underspent/(Overspent)	\$0.00

Explain any staffing changes and/or spending anomalies that do not require a budget modification at this time:

Upload of Resumes for New Staff (required):

- Expenditures reported in this statement are in accordance with our contract agreement and are taken from our books of account which are supported by source documentation.
- All federal and state taxes withheld from employees for this reporting period were remitted to the appropriate government agencies. Furthermore, the employer's share or contributions for Social Security, Medicare, Unemployment and State Disability insurance, and any related government contribution required were remitted as well.

Prepared By: [Wesley M. Franklin](#) Email: wes2545@comcast.net Date: [07/29/2022](#)
 Authorized By: [Wesley M. Franklin](#) Email: wes2545@comcast.net
 Name of Authorized Signatory with Signature on File

Approved By: Mary-Claire Katz 08/03/2022 Project Manager Date	Examined By: _____ CSA Fiscal Unit Date	Approved By: _____ CSA Fiscal Unit Date
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Initially submitted: Jul 29, 2022 - 00:08:26



Human Welfare and Community Action Commission (HWCAC)

ACTION CALENDAR

August 10, 2022

To: Honorable Mayor and Members of the City Council

From: Human Welfare and Community Action Commission (HWCAC)

Submitted by: Praveen Sood, Chair, HWCAC

Subject: Project Wiki for City Staff and contracted agencies to share information.

RECOMMENDATION

Establish a wiki that allows for nimble information sharing and troubleshooting on major projects.

CURRENT SITUATION AND ITS EFFECTS

Recent and continuing experience with the Pathways facility have underscored major problems that keep arising in the City regarding one department or agency being unaware of what another department or agency is doing on a given project. This results in a lack of clarity and transparency, as well as accountability when things go wrong, and make the fact that often there is a lack of awareness on the part of the major players for who is responsible for what, makes finding the simplest, most cost-effective solutions impossible.

We are recommending that the City implement a Wiki system on major projects which outlines not only which employee names and contact information for a given project, but is updated and sent to interested parties whenever there is a change in plan or methodology that could affect the project as a whole. The wiki should be updated as situations arise, as well as provide a template for future broader future applications (such as an overhaul of the coordinated entry system (CES)), which currently has all the problems listed by the Chronicle in San Francisco's CES. We believe that this will streamline the process for clients and employees alike, avoid duplication of efforts, and expose any gaps in service.

August 10, 2022

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

None

RATIONALE FOR RECOMMENDATION

The City is already struggling to provide basic services for which it is requesting further bonds. Having to do the same job multiple times at a greatly increased cost fails clients and taxpayers alike, and is another unnecessary source of frustration for already overtaxed employees. Better coordination should help alleviate some of these issues.

CITY MANAGER

The City Manager has not taken a position on this item

CONTACT PERSON

Mary-Claire Katz

City of Berkeley

Housing and Community Services

(510) 981-5414 (tel)

mkatz@ci.berkeley.ca.us

COORDINATION BETWEEN INTERNAL DEPARTMENTS AND EXTERNAL CONTRACTORS

BE IT ORDAINED by the Council of the City of Berkeley as follows:

1. The City of Berkeley shall create a wiki system to ensure that city employees and contractors on specific projects have a reliable, accurate means of coordinating efforts.
2. Said wiki shall be available to public via the City's website on demand, without a public information request.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.



Human Welfare and Community Action Commission (HWCAC)

ACTION CALENDAR

August 10, 2022

To: Honorable Mayor and Members of the City Council

From: Human Welfare and Community Action Commission (HWCAC)

Submitted by: Praveen Sood, Chair, HWCAC

Subject: Requirements for Contracted Non-Profit Service Providers and Transparency of Grant Reports

RECOMMENDATION

Adopt first reading of an Ordinance to require improved documentation of clients who are served and turned down as part of their grant reporting narrative with results posted on the City's website.

CURRENT SITUATION AND ITS EFFECTS

When it comes to agencies serving individual clients, Commissioners in several City commissions have received numerous complaints about non-profit service providers not providing services which the City has contracted for to eligible clients, and the City currently has no mechanism for ensuring that the needs of clients are met. While the HWCAC is tasked with reviewing grants, we often have insufficient information to assess the relative success or failure of individual programs.

Individual clients often claim that they feel safe reporting problems to commissioners, but that they fear reprisals or losing what little services they get if they allow us to use their names and dates of alleged incidents, which precludes both us and any agency in question from addressing the problem in a constructive way.

As such, we recommend that Council require service providers to expand intake records to include a section detailing requested services, as well as reasons for rejection, if applicants did not receive requested services. Section should also include commentary on actions taken by the agency in either case (services provided or referrals given where applicants are rejected).

August 10, 2022

These reports would then be summarized on the grant report with minimum effort, and duplicate services between agencies, as well as holes in services, could be easily assessed and addressed.

Moreover, in the event that there any unmet needs were because of inadequate funding and/or staffing, the new records will provide detailed, documentary, data-driven evidence that will inform the next funding period, as well as allow agencies to address core program procedures in a more nuanced, effective way. It will also allow for better oversight of programs that are not currently fully meeting their mandates, and make a detailed grant narrative much simpler and less time-consuming to produce.

All agencies contracted by the City of Berkeley shall also post eligibility requirements under the 2008 ADAA, so that both employees and clients remain aware of expanded eligibility for inclusion in programs.

For providers in the non-profit housing sector, grant reports should not only include salary information for executives making above the City median income, but also the number of units that were either sold at market rate or rented at market rate to cover agency overhead. This will allow the City to see net gains and losses in a given grant period of the number of low-income and below units.

This information should be freely available to the public on the City's website to ensure maximum transparency.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

None

RATIONALE FOR RECOMMENDATION

The City is currently paying for services that are not being rendered to all eligible applicants.

ALTERNATIVE ACTIONS CONSIDERED

Several commissioners in a variety of different commissions have already tried speaking with non-profit service providers about these issues, without a high degree of success. Information regarding these grants, which currently are not overseen in terms of actual services rendered, are difficult or impossible to find.

August 10, 2022

CITY MANAGER

The City Manager has not taken a position on this item

CONTACT PERSON

Mary-Claire Katz

City of Berkeley

Housing and Community Services

(510) 981-5414 (tel)

mkatz@ci.berkeley.ca.us

ORDINANCE NO. 3.78.010

REQUIREMENTS FOR CITY NON-PROFIT SERVICE PROVIDERS AND
TRANSPARENCY OF SERVICES PROVIDED

BE IT ORDAINED by the Council of the City of Berkeley as follows:

1. The City of Berkeley's ATTACHMENT B: REQUIRED CITY OF BERKELEY INTAKE ELEMENTS (https://berkeleyca.gov/sites/default/files/2022-02/AttachmentB_RequiredIntakeElementsFY2022.pdf) be updated to include a section detailing requested services, as well as reasons for rejection, if applicants did not receive requested services. Section should also include commentary on actions taken by the agency in either case (services provided or referrals given where applicants are rejected). A summary of those results is required as part of the grant reporting narrative and may affect eligibility for future City contracts.
2. Failure to serve eligible applicants will be met with a warning, which, if unremedied, may result in ineligibility for future City contracts.
3. Grant reporting for any non-profit or for-profit service provider engaged in providing affordable housing must provide full accounting of any affordable unit sold or rented at market rate to cover overhead costs.
4. Grant reports will be uploaded to the City's website to ensure maximum transparency.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.



Human Welfare and Community Action Commission (HWCAC)

ACTION CALENDAR

August 10, 2022

To: Honorable Mayor and Members of the City Council

From: Human Welfare and Community Action Commission (HWCAC)

Submitted by: Praveen Sood, Chair, HWCAC

Subject: Eligibility for Service as a Representative of the Poor

RECOMMENDATION

Adopt first reading of an Ordinance to allow Representatives of the Poor to come from any location in Berkeley, and requiring them to be in a low-income category.

CURRENT SITUATION AND ITS EFFECTS

City code currently mandates that six representatives of the poor be included on the commission, as follows:

“B. Six of the members shall be representatives of the poor, to be elected two from each of three districts as established by the City Council and shown on the map attached hereto, made a part hereof and marked "Exhibit A" (see Ch. [3.999](#)).

C. The community service block grant (CSBG) target area shall comprise the total area from which three election districts are drawn. Each district will have approximately equal numbers of poverty families utilizing data from the 1980 Census.”

The Commission is responsible for review of CSBG grants, and one of the terms of that review is participation of the aforementioned representatives of the poor.

In spite of the best efforts of commission members, the commission is down to a single representative of the poor. Moreover, while CSBG grant target areas have traditionally been in the current poverty districts, projects such as Project Homekey have shifted potential projects to other areas of the City.

August 10, 2022

Whereas participation of representatives of the poor is essential for compliance with the terms of grants that the City depends on; and

Whereas homeless and low-income individuals are now being placed in areas outside of the traditional poverty districts; and

Whereas representatives of the poor have been significantly underrepresented on the commission, potentially putting City funding at risk; and

Whereas there are low-income community members residing outside of the poverty districts who have an interest in serving in these positions

We recommend that membership as a representative of the poor be opened up to community members from anywhere in Berkeley who also qualify as low-income or below.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

None

RATIONALE FOR RECOMMENDATION

The Commission needs a larger pool of potential candidates in order to fill the seats as legally mandated.

ALTERNATIVE ACTIONS CONSIDERED

We have already recruited under the current guidelines, without success. There are willing low-income participants outside the poverty districts, so this appears to be the most logical course of action to ensure that the needs of the poor are represented and the City is in compliance with the law.

CITY MANAGER

The City Manager has not taken a position on this item

CONTACT PERSON

Mary-Claire Katz

City of Berkeley

Housing and Community Services

(510) 981-5414 (tel)

mkatz@ci.berkeley.ca.us

August 10, 2022

ORDINANCE NO. 3.78.010

ELIGIBILITY FOR SERVICE AS A REPRESENTATIVE OF THE POOR IN THE
HUMAN WELFARE AND COMMUNITY ACTION COMMISSION

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Section **3.78.010 sections B and C** are amended to read as follows:

B. Six of the members shall be representatives of the poor, to be elected ~~two from each of three districts as established by the City Council and shown on the map attached hereto, made a part hereof and marked "Exhibit A"~~ from below Berkeley median income individual residing anywhere within City limits.

~~C. The community service block grant (CSBG) target area shall comprise the total area from which three election districts are drawn. Each district will have approximately equal numbers of poverty families utilizing data from the 1980 Census. The CSBG target area is no longer limited to the former poverty districts drawn according to the 1980 census because the community of individuals in poverty are now spread into a wider area of the community as a result of placement of homeless individuals into residence hotels and RV parking, along with other programs, into other geographical areas.~~

Section [Number. Single-click and type]. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.



Human Welfare and Community Action Commission (HWCAC)

ACTION CALENDAR

August 10, 2022

To: Honorable Mayor and Members of the City Council

From: Human Welfare and Community Action Commission (HWCAC)

Submitted by: Praveen Sood, Chair, HWCAC

Subject: Accessibility and Availability of Materials on City Website

RECOMMENDATION

Adopt first reading of an Ordinance to that materials on the City's website be ADA accessible.

CURRENT SITUATION AND ITS EFFECTS

Currently, many disabled people are unable to fully exercise their rights in the City because many of the documents on the City's website are inaccessible, including blurry photocopies which are not readable by screen readers. This is especially difficult for people trying to make a positive contribution to the City, including employees who may not be able to be fully informed about longstanding issues, as well as Commissioners and activists. Requests for accommodation to the appropriate sources have not been met on numerous occasions, and it would both save staff a lot of work to fulfill that legal requirement and allow private citizens to do necessary research at will.

It also becomes difficult for commissioners to coordinate efforts and collaborate with the wider community and with Council when they are unable to attend meetings if said meetings are not available to review online. Recorded meetings with a note indicating when in the recording a given agenda item comes up, would allow for more fact-based, decision-making, as well as giving a broader understanding of the wide variety of needs and perspectives that need to be addressed. The automatically captioned transcripts offered from the Disabilities Commission do not readily recognize speech impediments or accents that aren't "standard US broadcast English," rendering them useless.

August 10, 2022

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

None

RATIONALE FOR RECOMMENDATION

Full participation in the City's decision-making processes and advocacy for oneself and one's community are fundamental rights of every citizen. Without access to the same factual information available to every other citizen, advocacy for all disabled people, buy all disabled people becomes impossible.

ALTERNATIVE ACTIONS CONSIDERED

We see no alternative to ensuring that every citizen has access to documents and the processes by which decisions which directly effect the ability of citizens to live their best lives here is available to all.

CITY MANAGER

The City Manager has not taken a position on this item

CONTACT PERSON

Mary-Claire Katz

City of Berkeley

Housing and Community Services

(510) 981-5414 (tel)

mkatz@ci.berkeley.ca.us

ACCESSIBILITY AND AVAILABILITY OF MATERIALS ON CITY WEBSITE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

1. The City of Berkeley shall make all materials on it's website ADA accessible.
2. All Commission and Committee meetings shall be uploaded to the City's website, with a note indicating where on the recording each agenda item begins.
3. All City contracts, grant reporting, inspection reports, and other business of interest to the general public shall be available online to the public without a public information request.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.



Human Welfare and Community Action Commission (HWCAC)

ACTION CALENDAR

September 21, 2022

To: Honorable Mayor and Members of the City Council

From: Human Welfare and Community Action Commission (HWCAC)

Submitted by: Praveen Sood, Chair, HWCAC

Subject: Accessibility Quality Assessment program to handle non-conforming public facilities and complaints from seniors and disabled people over substandard services or services not provided

RECOMMENDATION

Establish an Accessibility Quality Assessment program that allows vetted individuals unfettered access to all City facilities, starting with emergency facilities that aren't compliant with the Americans with Disabilities Act (ADA) and its 2008 update, the ADAAA, along with the power to make binding recommendations for any necessary changes, ensuring that non-conforming facilities are still safe. Said positions should be paid through an independent third source, which will empower residents and other users of said facilities to make complaints without fear of reprisals, and should be occupied by people with lived experience with a variety of common severely disabling conditions (including invisible disabilities, which are frequently illegally excluded from programming) as well as experience working with City bureaucracy. This program would also be responsible for overseeing City contractors who are improperly executing their contracts for this population; are excluding eligible individuals; and/or not executing some of the provisions of their contracts at all.

The City would pay for CAS-p certification for these individuals, as well as requiring that they take free online W3C training (for digital accessibility), ensuring that they could not only bring lived experience to the position(s), but also the necessary technical expertise to ensure the best possible results where the City has declared full compliance with the updated ADA to be impossible or has continued using substandard contractors.

September 21, 2022

Ideally, the City would hire a principle oversight officer who would oversee additional officers with a broad spectrum of lived experience as necessary.

CURRENT SITUATION AND ITS EFFECTS

Recent and continuing experience with the Pathways facility have underscored major problems that keep arising in the City regarding inadequate facilities and facility management as they impact disabled people and seniors. The result of this situation has been especially egregious at the Pathways Stair Center, where facilities marked as accessible contained no accessible bathrooms; no accessible showers; doors that were heavy enough to repeatedly break electric wheelchair controls, trapping residents in their own waste; improper ramps; and improper storage of prescriptions and hypodermic needles, making transmission of any existing communicable diseases not only more likely, but probable.

These discoveries were a direct result of complaints from a commissioner who toured with the Homeless Commission in 2020, and having had issues with access at the facility herself with her own mobility device, an interview with a resident in wheelchair. That resident stated that broken wheelchair controls as a result of overly heavy, non-conforming doors, left staff mocking him, carrying him back to his bed, and left him being forced to sleep in his own waste. There were other problems as well, owing to very poor project design, which left even able-bodied clients feeling vulnerable, such as assaults (including allegations of sexual assault), which likely had to do with integrating people with violent histories into a co-ed dorm space with no privacy.

As a result, the City hired private consultants who verified over \$300,000 worth of violations, but failed to address the issue with pharmaceuticals at all (please see attachment 1). ¹What the abovementioned commissioner noted as far as pharmaceuticals were concerned included no safe storage, accessible 24/7, for

¹ Please see attachment. Note that this only deals with physical accessibility and does not address pharmaceutical issues, which the Chair of the Homeless Panel of Experts cited as a “program” issue rather than an infrastructure issue. The City is still paying rent on trailers at Pathways more than two and a half years after these violations were found, without having done anything. A former Homeless Commissioner and current HWCAC commissioner found and priced ADA porta-potties, and was able to convince a staff member at BACS to order it, but none of the access issues (egress to get there, for example) were addressed, nor were the pharma issues, nor the City paying for unsafe administration by the majority of BACS employees nor the inadequate trailers. As of this writing, to our knowledge, no attempt has been made to recoup the monies paid for said facility, and BACS continues to accumulate new contracts, such as the iteration of Project Homekey at the Golden Bear Motel at Cedar and San Pablo.

September 21, 2022

hypodermic needles in a facility where drug addicts were also permitted to use; open storage of pharmaceuticals in a common refrigerator, where anyone might mistakenly reuse one of their needles in someone else's bottle; and no safe storage and use areas for pharma products that some might need for health reasons but others might be interested in coercing patients over for recreational purposes (cannabinoids; opiates; benzodiazepines; etc.). Said commissioner initially spoke with Bay Area Community Services (BACS, who manages the facility) staff, who categorically stated that there were no problems and then contradicted themselves when the client who was interviewed (and gave permission to use his name) was mentioned.

A single cooperative employee at BACS, who was found after a complaint was made to CARF, a non-profit accreditation agency forced BACS to choose someone to talk to said commissioner, proposed what sounded like an innovative and workable solution, but as of this writing, we have been unable to ascertain if it has been done at all, let alone correctly. As noted above, the service provider actively covered up the problems until the complainant living at the facility was named (as he was willing to be), which has contributed to a strong lack of trust in the community about leaving the City's contractors to do the work without reasonable oversight.

Sadly, the situation at Pathways is just one piece of the problem. Many of the City's agencies have serious complaints against them. These include refusal to serve people who fit the legal definition of "severely disabled" because they aren't in wheelchairs. Among the offenders are Bay Area Outreach and Recreation Program (BORP); Easy Does It (whose board has actively tried to change the definition of severe disability to cut more people out); and the Center for Independent Living (CIL), among others. In addition, Legal Assistance to Seniors (LAS) has multiple credible claims against them for profiteering off people who sometimes don't even need their services by manipulating the conservatorship court system.ⁱ One Berkeley resident had to stand trial for kidnapping her own mother out of an unlicensed care facility that LAS was using to warehouse her while attempting to liquidate the family's home, all the while feeding her an inappropriate diet for her kidney failure that was killing her.

This means that the very people the City is relying on for advice aren't always reliable, and an independent oversight program as described would serve as a bridge between the City, service providers, and clients. There are also a number of infrastructure issues which the City and its providers have ignored or refused to address, such as lack of heat in the emergency shelter run by Dorothy Day House at Old City Hall discovered by a second commissioner.

While we recognize the enormity of the problems and the lack of adequate staffing, we remain convinced that an oversight program would alleviate strain on overworked staff and provide an essential missing component in how to solve these problems in a compassionate and equitable way, and that having them be an integral part of the planning process would save clients and their families from fear, a lack of basic dignity,

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and further risk of serious bodily and mental harm. In addition, this program would save the City from potentially millions of dollars in costly, avoidable mistakes (as at Pathways), as well as reduce costly risks of lawsuits against the City, its subcontractors, and its employees.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Ensuring adequate sanitation would greatly reduce public health risks associated with defecation and urination on City streets.

ALTERNATIVES CONSIDERED

The Commission also considered having these positions be volunteer, but determined that the work was deserving of compensation. We would be happy allowing the work to be volunteer initially in order to allow it to commence immediately (or work could be paid retroactively, after approval), and would also be satisfied doing this with the provision that qualified candidates be paid on a pro rata basis for writing grants to support the paid positions.

RATIONALE FOR RECOMMENDATION

The City is already struggling to provide basic services for which it is requesting further bonds. Having to do the same job multiple times at a greatly increased cost fails clients and taxpayers alike, and is another unnecessary source of frustration for already overtaxed employees. As the situation currently stands, clients don't make complaints directly to either the City or service providers for fear of reprisals. Having CAS-p and, in the case of digital programming, W3C certified individuals vet City programs, will take a large burden off individuals not qualified to do the work while saving clients humiliation and injury and the City money and liability, and will empower clients to speak up about gaps and potentially dangerous lapses in service.

CITY MANAGER

The City Manager has not taken a position on this item

CONTACT PERSON

Mary-Claire Katz

City of Berkeley

Housing and Community Services

(510) 981-5414 (tel)

mkatz@ci.berkeley.ca.us

ACCESSIBILITY QUALITY ASSESSMENT PROGRAM TO HANDLE NON-CONFORMING PUBLIC FACILITIES AND COMPLAINTS FROM SENIORS AND DISABLED PEOPLE OVER SUBSTANDARD SERVICES OR SERVICES NOT PROVIDED

BE IT ORDAINED by the Council of the City of Berkeley as follows:

1. The City of Berkeley shall create multiple independent, flexible, non-exempt part to full-time positions to be filled on a pro-rata basis at a starting pay rate equivalent to \$100,000 a year plus benefits.
2. Said employees shall complete CAS-p certification at City expense within a 6 month time-frame, as well as free W3C certification within a year.
3. Said positions shall only be filled by persons with an array of severe disabilities. Work experience shall not be considered in lieu of lived experience, but work experience shall be considered as an enhancement in employee recruitment.
4. Experience working within the City's structure for a minimum of 3 years is required.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

ⁱ <http://www.coalition4rights.com/civil-death-of-katherine-carter//civil-death-of-katherine-carter-part-3> The documentation has links to related stories in the Oakland Tribune, but is a more detailed source from a non-profit fighting conservatorship abuse. Please note: the "trusted professionals" that the court refused to rein in placed Katherine Gist in an unlicensed care facility while attempting to liquidate her estate to pay themselves outrageous fees. The facility was killing her with the wrong diet, and the family had to defy court orders and kidnap her.

More information about Legal Assistance for Seniors: <http://www.coalition4rights.com/legal-assistance-for-seniors//alleged-elder-abuse-by-oakland-non-profit-legal-assistance-for-seniors-part-4>