



Human Welfare and Community Action Commission

SPECIAL MEETING AGENDA
Wednesday, December 2, 2020
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 2/19/2020 Regular Meeting (Attachment A)
5. Approve 2021 Community Services Block Grant (CSBG) Funding Contract (Attachment B) – All/Staff

Other Discussion Items

6. Discussion and Possible Action to adopt a Commission Work Plan for FY21 (Attachment C-D) – All/Staff
7. Announcements

Adjournment

Attachments

- A. 2/19/20 Draft Regular Meeting Minutes

- B. 2021 CSBG Funding Contract
- C. Dee Williams, City Manager – Commission Meetings During COVID-19 Emergency
- D. Draft FY21 HWCAC Work Plan

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



Human Welfare and Community Action Commission

DRAFT MINUTES

Wednesday, February 19, 2020

7:00 PM

South Berkeley Senior Center, 2939 Ellis St.
Berkeley, CA 94703

Preliminary Matters

1. Roll Call
Present: Dunner, Smith (7:25PM arrival), Sood, Kohn, Omodele, Behm-Steinberg (7:20PM arrival), Bookstein, Deyhim, Sim
Absent: Romo
Quorum: 6 (Attended: 9)
Staff Present: None
Public Present: Shahidah Lacy, Carlos Hill, Willie Phillips
2. Agenda Approval
Action: M/S/C (Kohn/Omodele) to discuss agenda items 1-15, and 28-30.
Vote: Ayes – Dunner, Sood, Kohn, Omodele, Behm-Steinberg, Deyhim, Sim; Noes - None; Abstain - None; Absent – Smith, Bookstein, Romo.
3. Public Comment: 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 1/15/2020 Regular Meeting (Attachment A)
Action: M/S/C (Sood/Dunner) to approve the 1/15/2020 minutes.
Vote: Ayes – Dunner, Sood, Kohn, Omodele, Behm-Steinberg, Deyhim, Sim; Noes - None; Abstain - None; Absent – Smith, Bookstein, Romo.
5. Election of Chair and Vice Chair – All
Action: M/S/C (Dunner/Sood) elect Samuel Kohn as Chair.
Vote: Ayes – Dunner, Sood, Omodele, Behm-Steinberg, Deyhim, Sim; Noes - None; Abstain - Kohn; Absent – Smith, Romo, Bookstein.

Action: M/S/C (Omodele/Dunner) to elect Denah Bookstein as Vice Chair.
Vote: Ayes – Dunner, Sood, Omodele, Behm-Steinberg, Bookstein, Deyhim, Sim; Noes - None; Abstain - Kohn; Absent – Smith, Romo.
6. Election of Low-Income Representatives
Action: M/S/C (Deyhim/Bookstein) to elect Carlos Hill as a Representative of the Poor.
Vote: Ayes – Dunner, Sood, Kohn, Omodele, Behm-Steinberg, Bookstein, Deyhim, Sim; Noes - None; Abstain - None; Absent – Smith, Romo.
7. Presentation on the 2020 Census - Shahidah Lacy, Office of Alameda County Supervisor Keith Carson
Shahidah Lacy presents information about the 2020 census to the commissioners.

8. Lava Mae service delivery data – Staff (Attachment B)
 Staff provide service delivery data from Lava Mae that was requested at the 1/15/20 meeting.
9. Review City of Berkeley funded agency Program and Financial reports — Staff (Attachment C)
 - a. East Bay Community Law Center – Consumer Justice Clinic
 Commissioners review program and financial reports from the Consumer Justice Clinic.
 Commissioner Sim requests information about any client fees that may occur when receiving services from the Clinic.

Other Discussion Items

Action: M/S/C (Behm-Steinberg/Dunner) to discuss agenda item 15 after agenda item 10.
Vote: Ayes – Dunner, Omodele, Behm-Steinberg, Deyhim, Sim; Noes – Sood, Kohn; Abstain – None; Absent – Smith, Bookstein, Romo.

10. Review and discuss City of Berkeley Commission minutes – All
 Commissioners discuss other City of Berkeley Commission minutes.
11. Discuss Budget Review Subcommittee – Commissioners Sood, Romo, and Smith
Action: M/S/C (Sood/Behm-Steinberg) to prepare a recommendation for allocation of the proceeds from the cannabis tax revenues and to request to be involved in City Council's review of proposals for that allocation.
Vote: Ayes – Dunner, Sood, Kohn, Omodele, Bookstein, Behm-Steinberg, Deyhim, Sim; Noes - None; Abstain - None; Absent – Smith, Romo.

Action: M/S/C (Kohn/Behm-Steinberg) to extend the meeting to 9:15PM.
Vote: Ayes – Dunner, Sood, Kohn, Omodele, Bookstein, Behm-Steinberg, Sim; Noes - None; Abstain - Deyhim; Absent – Smith, Romo.
12. Update on West Berkeley air quality – Commissioner Bookstein
 Commissioners Bookstein discusses a meeting she attended on air quality in Berkeley.
13. Discuss making Berkeley a Sanctuary City for Black people – Commissioner Smith
 Continued to 3/18/2020 meeting.
14. Discuss Pedestrian Upgrades – Commissioner Bookstein (Attachment D)
 Commissioners discuss the pedestrian upgrade recommendations in Attachment D. It is determined that the HWCAC cannot make these recommendation directly to an individual City of Berkeley staff member.
15. Discuss Accessibility at the STAIR Center – Commissioner Behm-Steinberg (Attachments E and F)
Action: M/S/C (Sood/Behm-Steinberg) to request that the City Manager respond to the issues raised in a letter from Mary Behm-Steinberg addressed to the Commission on Disability Secretary on 2/5/20 (Attachment E).
Vote: Ayes – Dunner, Sood, Kohn, Omodele, Bookstein, Behm-Steinberg, Deyhim, Sim; Noes - None; Abstain - None; Absent – Smith, Romo.

16. Discuss report regarding homeless encampment in South Berkeley near Here/There sign – Commissioner Romo
Continued to 3/18/2020 meeting.
17. Discuss encampments proposal – Commissioner Behm-Steinberg
Continued to 3/18/2020 meeting.
18. Discuss rent control recommendation – Commissioners Behm-Steinberg and Omodele
Continued to 3/18/2020 meeting.
19. Discuss report on the South Adeline Corridor Plan – Commissioner Romo
Continued to 3/18/2020 meeting.
20. Discuss gentrification presentation by guest speaker Willie Phillips – Commissioner Smith
Continued to 3/18/2020 meeting.
21. Discuss disabled accessibility in high-density corridors – Commissioner Behm-Steinberg
Continued to 3/18/2020 meeting.
22. Discuss lack of phone booths and charging stations in Berkeley – Commissioner Behm-Steinberg
Continued to 3/18/2020 meeting.
23. Discuss housing issues that impact the poor – Commissioner Behm-Steinberg
Continued to 3/18/2020 meeting.
24. Discuss possible improvements to the HWCAC request for proposal review process – Commissioner Kohn
Continued to 3/18/2020 meeting.
25. Discuss consequences of failed elevators in buildings – Commissioner Behm-Steinberg
Continued to 3/18/2020 meeting.
26. Discuss City grant writer procurement – Commissioner Behm-Steinberg
Continued to 3/18/2020 meeting.
27. Update on the closure of Alta Bates Hospital – Commissioner Omodele
Continued to 3/18/2020 meeting.
28. Review latest City Council meeting agenda
Continued to 3/18/2020 meeting.
29. Announcements
None.
30. Future Agenda Items
None.

Adjournment

Action: M/S/C (Kohn/Behm-Steinberg) to adjourn the meeting at 9:21PM.

Vote: Ayes – Dunner, Sood, Kohn, Omodele, Bookstein, Behm-Steinberg, Deyhim, Sim; Noes - None; Abstain - None; Absent – Smith, Romo.

Attachments

- A. Draft Minutes of the 1/15/2020 Meeting
- B. Lava Mae service delivery data
- C. East Bay Community Law Center – Consumer Justice Clinic Program and Financial reports
- D. Pedestrian Safety Letter draft
- E. STAIR email to Disability Commission secretary
- F. Local Adoption of Emergency Amendments to the 2016 California Building Code Governing Emergency Housing

https://www.cityofberkeley.info/Clerk/City_Council/2018/06_June/Documents/2018-06-12_Item_42_Local_Adoption_of_Emergency_Amendments.aspx

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 Berkeley, CA 94704



DAVID SCRIBNER
ACTING DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The Department of Community Services and Development (CSD) is pleased to announce the release of the 2021 Community Services Block Grant (CSBG) contract. CSBG is operating under a continuing resolution through November 21, 2020. CSD should receive California's initial notice of grant award in mid-to-late November 2020, which will inform CSD of the actual available funds for the first quarter. Upon receipt of the notice of grant award, CSD will issue a notification to all CSBG Agencies providing the updated allocated amount to expend.

The 2021 CSBG Contract term is divided into two distinct sections: a period of performance from January 1, 2021 through December 31, 2021, and an extension period of January 1, 2022 through May 31, 2022. Agencies are expected to expend 100 percent of their contract amount as referenced in Article 1.3 by the end of the period of performance. The extension period is available upon approval by CSD to agencies who are unable to fully expend their contract amount during the period of performance. Requests for the extension period must be submitted to CSD no later than November 15, 2021.

Attached is the 2021 CSBG contract and the allocation spreadsheet, which is incorporated into the contract as *Attachment A*. When completing your CSBG fiscal data budget forms, please use the amount identified for your agency on the spreadsheet labeled "Total 2021 Contract."

To facilitate the timely execution of your contract, please refer to the checklist for all required documents and due dates for contract deliverables. Agencies may electronically execute the CSBG contract 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.

It is important to note that to receive an advance or reimbursement, all contract documents and deliverables must be received and approved by CSD. Upon approval of your contract deliverables, your agency's advance payment will be automatically authorized. If your agency declines receiving an advance payment, please submit a letter on your organization's letterhead with the contract, declining the working capital advance.

In mid-November 2020, a recorded contract webinar will be uploaded to CSD's Providers' Website, which will offer guidance to the contract elements and aid in the completion of the required forms. Additionally, a live question and answer session will take place in early December 2020, to answer questions pertinent to the contract. The red-lined version of the 2021 CSBG contract language is available on CSD's Providers' Website, under the CSBG Contracts tab. For any questions related to the contract submission, program requirements, or the contract webinar, please contact your assigned 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,

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

DAVID SCRIBNER
Acting Director

ATTACHMENT B

2021 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 initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

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

- 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 return your completed contract packet within 30 days (45 days for public agencies) upon receipt by Contractor to:

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

Contract Deliverables:

The following **contract deliverables** (as applicable) 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 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 Provider's Website at <https://providers.csd.ca.gov>.
 - **CSD 425.S CSBG Contract Budget Summary**

ATTACHMENT B

2021 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 Modules 3 and 4** targets via the [eGov ReportHub](#) database system.

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 Providers' Website at <https://providers.csd.ca.gov>.

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
ATTACHMENT B

Attachment A

Department of Community Services and Development
2021 CSBG Allocation
Non-CAAs

NATIVE AMERICAN INDIANS

Agency	Contract Number	Total 2021 Contract	25% Advance
Karuk Tribe of California (NAI-LPA) (Core Funding)	21F-4101	42,000	0
Karuk Tribe of California (NAI-LPA)	21F-4102	82,185	0
NCIDC, Inc. (NAI-LPA) (Core Funding)	21F-4103	122,000	30,500
NCIDC, Inc./LIFE (NAI-LPA) (Core Funding)	<i>(Included with NCIDC below)</i>		
NCIDC, Inc. (NAI-LPA)	21F-4104	2,023,165	505,791
Co of LA Workforce Dev, Aging & Com Srvc	21F-4105	294,335	73,584
TOTAL		<u>2,563,685</u>	<u>609,875</u>

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	Total 2021 Contract	25% Advance
California Human Development Corporation	21F-4201	1,511,917	377,979
Proteus, Inc.	21F-4202	2,432,213	608,053
Central Valley Opportunity Center, Inc.	21F-4203	591,620	147,905
Center for Employment Training	21F-4204	2,037,801	509,450
TOTAL		<u>6,573,551</u>	<u>1,643,387</u>

LIMITED PURPOSE AGENCIES
(DISCRETIONARY FUNDS)

Agency	Contract Number	Total 2021 Contract	25% Advance
Community Design Center	21F-4301	175,056	43,764
Del Norte Senior Center, Inc.	21F-4302	141,394	35,349
Rural Community Assistance Corporation	21F-4303	189,847	0
TOTAL		<u>506,297</u>	<u>79,113</u>

State of California
 Department of Community Services and Development
 2021 CSBG Allocation
 CAAs

Attachment A

County	Agency	Contract Number	Total 2021 Contract	25% Advance
Alameda	Berkeley Community Action Agency	21F-4001	275,106	68,777
Alameda	City of Oakland, Human Services Department	21F-4002	1,396,158	349,040
Alpine	Inyo Mono Advocates for Community Action, Inc.	21F-4003	1,348	0
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	21F-4004	269,354	67,339
Butte	Community Action Agency of Butte County, Inc.	21F-4005	372,452	93,113
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	21F-4006	268,662	67,166
Colusa	SEE GLENN COUNTY			
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	21F-4007	876,852	219,213
Del Norte	Del Norte Senior Center, Inc.	21F-4008	52,757	13,189
El Dorado	El Dorado County Health and Human Services Agency	21F-4009	294,780	0
Fresno	Fresno County Economic Opportunities Commission	21F-4010	1,911,934	477,984
Glenn/Colusa/Trinity	Glenn County Health and Human Services Agency	21F-4011	270,170	67,543
Humboldt	Redwood Community Action Agency	21F-4012	277,501	69,375
Imperial	Campesinos Unidos, Inc.	21F-4013	323,028	80,757
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	21F-4014	266,837	66,709
Kern	Community Action Partnership of Kern	21F-4015	1,535,543	383,886
Kings	Kings Community Action Organization, Inc.	21F-4016	310,477	0
Lake/Mendocino	North Coast Opportunities, Inc.	21F-4017	563,388	140,847
Lassen/Plumas/Sierra	Plumas County Community Development Commission	21F-4018	268,319	67,080
Los Angeles	Foothill Unity Center, Inc.	21F-4019	332,277	83,069
Los Angeles	Long Beach Community Action Partnership	21F-4020	811,400	202,850
Los Angeles	County of Los Angeles Dept. of Public Social Services	21F-4021	6,259,644	1,564,911
Los Angeles	City of Los Angeles Housing + Community Investment Dept.	21F-4022	6,779,273	1,694,818
Madera	Community Action Partnership of Madera County, Inc.	21F-4023	287,694	71,924
Marin	Community Action Marin	21F-4024	278,026	69,507
Mariposa	SEE CALAVERAS COUNTY			
Mendocino	SEE LAKE COUNTY			
Merced	Merced County Community Action Agency	21F-4025	514,829	128,707
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	21F-4026	270,170	67,543
Mono	SEE INYO COUNTY			
Monterey	Monterey County Community Action Partnership	21F-4027	515,841	128,960
Napa	Community Action Napa Valley	21F-4028	295,851	73,963
Nevada	Nevada County Dept. of Housing & Community Services	21F-4029	279,667	0
Orange	Community Action Partnership of Orange County	21F-4030	2,817,684	704,421

State of California
Department of Community Services and Development
2021 CSBG Allocation
CAAs

Attachment A

County	Agency	Contract Number	Total 2021 Contract	25% Advance
Placer	Project GO, Inc.	21F-4031	344,655	86,164
Plumas	SEE LASSEN COUNTY			
Riverside	Community Action Partnership of Riverside County	21F-4032	2,680,871	670,218
Sacramento	Sacramento Employment and Training Agency	21F-4033	1,821,879	455,470
San Benito	San Benito County H&HSA, CS & WD	21F-4034	276,206	0
San Bernardino	Community Action Partnership of San Bernardino County	21F-4035	2,776,041	694,010
San Diego	County of San Diego, H&HSA, CAP	21F-4036	3,438,553	859,638
San Francisco	Urban Services YMCA	21F-4037	881,551	220,388
San Joaquin	San Joaquin County Dept. of Aging & Community Services	21F-4038	1,005,157	0
San Luis Obispo	CAP of San Luis Obispo County, Inc.	21F-4039	306,715	0
San Mateo	San Mateo County Human Services Agency	21F-4040	467,457	0
Santa Barbara	Community Action Commission of Santa Barbara County	21F-4041	546,312	136,578
Santa Clara	Sacred Heart Community Service	21F-4042	1,459,563	364,891
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	21F-4043	299,178	74,795
Shasta	Shasta County Community Action Agency	21F-4044	308,749	77,187
Sierra	SEE LASSEN COUNTY			
Siskiyou	SEE MODOC COUNTY			
Solano	Community Action Partnership of Solano, JPA	21F-4045	396,594	99,149
Sonoma	Community Action Partnership of Sonoma County	21F-4046	462,550	115,638
Stanislaus	Central Valley Opportunity Center, Inc.	21F-4047	789,649	197,412
Sutter	Sutter County Community Action Agency	21F-4048	277,473	69,368
Tehama	Tehama County Community Action Agency	21F-4049	294,387	73,597
Trinity	SEE GLENN COUNTY			
Tulare	Community Services & Employment Training, Inc.	21F-4050	926,472	231,618
Tuolumne	SEE AMADOR COUNTY			
Ventura	Community Action of Ventura County, Inc.	21F-4051	703,069	175,767
Yolo	County of Yolo Health and Human Services Agency	21F-4052	303,665	75,916
Yuba	Yuba County Community Services Commission	21F-4053	280,958	70,240
TOTAL, all counties			<u>50,024,726</u>	<u>11,770,735</u>

ATTACHMENT B

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

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

21F-4001

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, 2021 through May 31, 2022

3. The maximum amount of this Agreement is: Total \$275,106.00

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		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE CA	ZIP 95833	
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED		
I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.					

SUBVENTION AGREEMENT

TABLE OF CONTENTS

PREAMBLE..... 4

ARTICLE 1 – SCOPE OF WORK 4

1.1 General..... 4

1.2 Agreement Term 4

1.3 Agreement Amount..... 5

1.4 Service Area..... 5

1.5 Legal Authorities – Program Requirements, Standards, and Guidance..... 5

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE..... 7

2.1 Required Documents..... 7

2.2 Contractor’s Option of Termination 9

2.3 Budget Contingencies 9

2.4 Miscellaneous Provisions..... 10

ARTICLE 3 – AGREEMENT CHANGES..... 11

3.1 Amendment..... 11

3.2 Minor Modification..... 12

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES 12

4.1 Board Roster, Bylaws, Resolution, and Minutes 12

4.2 Training and Quarterly CSBG Advisory Committee Meetings (CAC)..... 14

4.3 Internal Control Certification..... 14

4.4 Record Retention Requirements 15

4.5 Insurance Requirements..... 15

4.6 Specific Insurance Requirements..... 16

4.7 System Security Requirements 18

4.8 Services Offered..... 18

4.9 Data Sensitivity..... 18

4.10 Contractor Systems Security..... 18

4.11 Trusted Behavior Expectations 19

4.12 Incident Reporting 19

4.13 Audit Trail Responsibilities 19

4.14 Data Sharing Responsibilities..... 19

SUBVENTION AGREEMENT

4.15 Travel and Per Diem	20
4.16 Codes of Conduct.....	20
4.17 Conflict of Interest	20
4.18 Fraud, Waste, and Abuse	21
4.19 Procurement Standards	21
4.20 Use and Disposition of Vehicles and Equipment	22
4.21 Subcontracts.....	24
ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS	25
5.1 Budget.....	25
5.2 Advance Payments – Amount.....	27
5.3 Advance Payments – Interest on Advances	27
5.4 Advance Payments – Liquidation of Advance.....	28
5.5 Advance Payments – Lien Rights	28
5.6 Payments	28
ARTICLE 6 – FINANCIAL REPORTING	29
6.1 Fiscal Reports.....	29
6.2 Close-Out Report	29
6.3 Transparency Act Reporting.....	30
ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING.....	30
7.1 Fair Hearing for Denial of Client Benefits by Contractor	30
7.2 Organizational Standards	31
7.3 Programmatic Reporting.....	31
ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES	32
8.1 Right to Monitor, Audit, and Investigate	32
8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds	32
8.3 Collection of Disallowed Costs	33
8.4 Auditing Standards.....	34
8.5 Audit Reports	34
8.6 Failure to Comply with Audit Requirements.....	35
8.7 Enforcement Actions Resulting from Noncompliance with this Agreement	36
ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS	40
9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters	40

SUBVENTION AGREEMENT

9.2 Affirmative Action Compliance 41

9.3 Nondiscrimination Compliance 42

9.4 Specific Assurances 42

9.5 Commercial and Government Entity (CAGE) Identification Code and Data Universal
Numbering System (DUNS) Requirements 43

DEFINITIONS..... 44

TABLE OF FORMS AND ATTACHMENTS..... 47

SUBVENTION AGREEMENT

PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2021 (“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, 2021 through December 31, 2021, and an extension period of January 1, 2022 through May 31, 2022. 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, 2021 through December 31, 2021. One hundred percent of the Agreement amount specified in Article 1.3 below is expected to be fully expended by the end of the performance period.
- 1.2.3 *Extension Period.* The extension period provided by this Agreement is available upon approval by CSD from January 1, 2022 through May 31, 2022 to those contractors who will not fully expend 100 percent of the Agreement amount by the end of the performance period.

SUBVENTION AGREEMENT

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:
 - 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;

SUBVENTION AGREEMENT

- 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](https://www.dgs.ca.gov/) website at <https://www.dgs.ca.gov/>.
- 1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed within this Agreement, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the authorities directly conflict with any State law or regulation, or any provision of this Agreement, then that federal law or regulation shall apply, unless, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.
- 1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor’s eligibility to receive CSBG funds, provided:
- 1.5.3.1 That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” or “CSD Program Advisory (CPA) No. XX-XX”;
- 1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
- 1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
- 1.5.3.4 That major and material changes in program requirements, which substantially affect the Contractor’s and/or CSD’s ability to fulfill

SUBVENTION AGREEMENT

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 at <https://providers.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);
 - 2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and

SUBVENTION AGREEMENT

- 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 Providers' Website at <https://providers.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 Agency Staff and Board Roster (CSD 188);
 - 2.1.2.8 Board Meeting Schedule; and
 - 2.1.2.9 Updated Organizational Bylaws (if applicable).
- 2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2021 CSBG Agreement and any amendments.
- 2.1.4 CSD shall maintain a certified date-stamped hardcopy of this Agreement for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of this Agreement on the Providers' Website at <https://providers.csd.ca.gov>, which may be accessed by Contractor, downloaded and printed at Contractor's option.
- 2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and posted to the Providers' Website at <https://providers.csd.ca.gov> until such time as a subsequent agreement or amendment is executed by the parties.
- 2.1.6 Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to

SUBVENTION AGREEMENT

execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies for execution and retention.

2.2 Contractor's Option of Termination

2.2.1 Contractor may, at Contractor's sole option, elect to terminate this 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 have no obligation to pay Contractor or to furnish other consideration

SUBVENTION AGREEMENT

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.

2.3.2 *Federal Budget Contingency.*

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

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

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

2.4 **Miscellaneous Provisions**

2.4.1 *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State

SUBVENTION AGREEMENT

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

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

To **CSD** at:

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

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

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

SUBVENTION AGREEMENT

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 Agreement term. 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, 2022) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.

3.1.4 CSD Form 425b is located on the Providers' Website at <https://providers.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:

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

SUBVENTION AGREEMENT

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.

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

SUBVENTION AGREEMENT

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 Providers' Meetings (CPM)

Contractors shall make every effort to attend all trainings and quarterly CSBG Providers' 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.

SUBVENTION AGREEMENT

4.4 Record Retention Requirements

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

4.5 Insurance Requirements

- 4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 4.5.3 Notices of Insurance must be submitted to the following addresses:

Electronic copies: BNCS@csd.ca.gov

Printed copies: California Department of Community Services and Development
Budget and Contract Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
- 4.5.4 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder. New Certificates of Insurance will be reviewed for content and form by CSD.
- 4.5.5 In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- 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.

SUBVENTION AGREEMENT

4.5.7 The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

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

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

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

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

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

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

4.6.2 *Workers' Compensation Insurance.*

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

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

SUBVENTION AGREEMENT

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

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

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

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

4.6.4 *General Liability Insurance.*

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

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

4.6.5 *Vehicle Insurance.*

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

4.6.5.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property 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.

SUBVENTION AGREEMENT

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 Providers' Website at <https://providers.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 identifying 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 tool 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

SUBVENTION AGREEMENT

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 the 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

SUBVENTION AGREEMENT

issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.15 Travel and Per Diem

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

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

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

4.16 Codes of Conduct

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

SUBVENTION AGREEMENT

- 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 make a timely, written report to CSD of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.
- 4.18.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services (HHS) Office of Inspector General Fraud hotline.

4.19 Procurement Standards

- 4.19.1 *Maintenance of Written Procurement Procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing the CSBG program pertaining to procurement, including the Code of Federal Regulations Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general CFR compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance

SUBVENTION AGREEMENT

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 \$5,000 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

SUBVENTION AGREEMENT

- 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).

SUBVENTION AGREEMENT

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* (45 CFR §§ 75.300 et seq.).

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 Providers’ Website.

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

SUBVENTION AGREEMENT

contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75, Subpart E – Cost Principles, 45 CFR § 75.400 et seq.).

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

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

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

SUBVENTION AGREEMENT

5.1.2 Contractor shall submit the CSBG Contract Budget Narrative form (CSD 425.1.4) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.

5.1.3 *Administrative Expenses.* For the purpose of administrative expenditures, 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) in excess of the LIHEAP contractual limitations by the Contractor's agency.

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

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

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

5.1.3.2 Community action programs typically:

5.1.3.2.1. Maintain a tripartite board 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 Serves the purposes and goals of the federal Community Services Block Grant Act, Section 672 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% de minimis indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

5.1.5 *Budget modifications requiring pre-approval.* In accordance with 22 Cal. Code Regs. § 100715(a), no originally approved budget line item may be increased or decreased by more than 10 percent without prior CSD approval. Any increase or decrease of more than 10 percent to the originally approved budget line item will

SUBVENTION AGREEMENT

require a request for modification to the budget and shall be submitted to CSD on CSD Form 425b, *Justification for Contract Amendment/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 HHS the U.S. Department of Health and Human Services at:

HHS Program Support Center
P. O. Box 979132

SUBVENTION AGREEMENT

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 first of either of the following occurs:

5.4.1.1 Contractor has expended 75 percent of the maximum amount of this Agreement: or

5.4.1.2 At the beginning of the seventh monthly reporting period of the contract term.

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.

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

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

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

6.2 Close-Out Report

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

- Period of Performance: January 1, 2021-December 31, 2021; Closeout Due March 30, 2022 (90 calendar day closeout)
- Period of Performance: January 1, 2021-March 31, 2022; Closeout Due June 30, 2022 (90 calendar day closeout)
- Period of Performance January 1, 2021-April 30, 2022; Closeout due June 30, 2022 (60 calendar day closeout)
- Period of Performance January 1, 2021-May 31, 2022; Closeout due June 30, 2022 (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 Providers' Website.

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.

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.

SUBVENTION AGREEMENT

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, 2021.

6.3 Transparency Act Reporting

- 6.3.1 In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that: (a) are not required by the IRS to annually file a Form 990 federal return; (b) receive at least 80 percent of their annual gross revenues from federal sources (excluding any ARRA funds); and (c) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five highly compensated officials/employees. The list shall be provided with the 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 Providers' Website at <https://providers.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.

SUBVENTION AGREEMENT

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 August 31st. Contractor shall have until January 31, 2022 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2021 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, 2021, through December 31, 2021. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets in the eGov System as part of the contract deliverables. As applicable, the Contractor must complete the Community Initiative Status Form in Module 3, Initiative List, Section A and Section B Targets CNPI. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Sections A Targets FNPI.
- 7.3.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2021, through December 31, 2021. 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, 2022. 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, 2021 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.

SUBVENTION AGREEMENT

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit, and Investigate

- 8.1.1 Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 8.1.2 Contractor shall make available all reasonable information necessary to substantiate 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 42 U.S.C. §§ 9901 et seq., 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:

SUBVENTION AGREEMENT

- 8.2.2.1 Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.2, applicable to CSBG-funded programs; and
- 8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.
- 8.2.3. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- 8.2.4 Except under certain conditions whereby advanced notice may not be feasible such as, a whistleblower or other investigation, CSD shall provide Contractor reasonable advance written notice of on-site audit of Contractor's program or fiscal performance. Contractor shall cooperate with CSD audits and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- 8.2.5 In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance. All noncompliance findings must be resolved by the mutually agreed upon corrective action timeframe.

8.3 Collection of Disallowed Costs

- 8.3.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
- 8.3.2 *Time for Response.* Contractor shall have no less than 30 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,

SUBVENTION AGREEMENT

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.

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 Providers' Website.

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, 2020.
- 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 the following supplementary financial information: (a) a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period; and (b) a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- 8.5.4 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the

SUBVENTION AGREEMENT

accountant, within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the Contractor's fiscal year.

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

One Electronic copy:

audits@csd.ca.gov

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

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

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

8.6 Failure to Comply with Audit Requirements

- 8.6.1 In the event that Contractor fails to comply with the audit requirements under this Article, CSD, as appropriate in the circumstances, may take one or more of the following actions, provided in 45 CFR § 75.371 - § 75.375 "Remedies for Noncompliance": (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by CSD; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend (suspension of award activities) or terminate the award; (d) recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR Part 180 and Federal awarding agency regulations at 2 CFR Part 376; (e) withhold further federal awards for the project or program; and (f) take other remedies that may be legally available.
- 8.6.2 *Collection of Disallowed Costs.* Contractor shall have no less than ten (10) 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,

SUBVENTION AGREEMENT

no later than thirty (30) calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Financial Services Unit (FSU) to send an invoice. Contractor will tender payment to FSU or negotiate a repayment plan acceptable to FSU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, for cost disallowances/recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 USC §§ 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,

SUBVENTION AGREEMENT

creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

8.7.3 *Initiation of Enforcement Action.*

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

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

8.7.4 *Special Conditions and Sanctions.*

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

8.7.4.2 Special Conditions may include, but are not limited to: (a) requiring Contractor to obtain training and/or technical assistance; (b) imposition of 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

SUBVENTION AGREEMENT

paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or (b) associated costs are otherwise very likely to be disallowed; and (c) taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

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

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

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

8.7.5.3 *Informal Meeting.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request an informal meeting 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.

SUBVENTION AGREEMENT

- 8.7.6.2 Statements of Questioned Costs shall include, at minimum: (a) particular item(s) of cost questioned and the specified amount(s) by type or category of costs; (b) factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and (c) timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
- 8.7.6.3 *Investigative Audits and Reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.
- 8.7.6.4 *Effect of Non-Cooperation with Investigative Audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to Article 8.7.6.3, CSD may: (a) impose sanctions as provided in article 8.7.4; and/or (b) issue a Notice of Disallowed Costs as determined appropriate.
- 8.7.6.5 *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include: (a) the amount of disallowed costs to be repaid, if any; and (b) the date by which repayment must be made or, in the alternative, (c) the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
- 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.

SUBVENTION AGREEMENT

- 8.7.6.8 Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to: (a) federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded; (b) the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law; (c) the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and (d) Contractor's financial condition and ability to pay.
- 8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of High-Risk Designation, CSD 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 676A of the Community Services Block Grant Act, (42 USC § 9905a), except that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters

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

SUBVENTION AGREEMENT

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1.2 of this certification.
- 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.

9.1.1.1 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.

9.1.1.2 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, §§ 60 -250.1 through 60- 250.33, and §§ 60 -741.4 through 60 -741.32.

SUBVENTION AGREEMENT

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 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 Parts 60-300).
- e. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended Title 41, Code of Federal Regulations (CFR), Chapter 60.
- f. Americans with Disabilities Act of 1990, as amended (Pub. Law. 101-336).

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 "Drug and Child Support Services and Referrals (Section 678G (b) in the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 which reauthorized the CSBG program)." For a detailed explanation, please visit the Providers' Website.

9.4.3 *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and

SUBVENTION AGREEMENT

products purchased with funds made available under this Agreement shall be American made.

- 9.4.4 *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.
- 9.4.5 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
- 9.4.6 *Lobbying Activities.* Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services 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/>.

SUBVENTION AGREEMENT

DEFINITIONS

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

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

SUBVENTION AGREEMENT

<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 Modules 3 and 4

Annual programmatic work plan covers the programmatic activities from January 1, 2021 through December 31, 2021. Contractor must complete and submit the CSBG Annual Work Plan in the eGov ReportHub database system as part of the contract deliverables. As applicable, the Contractor must complete the Community Initiative Status Form in Module 3, Section A. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Section A. As applicable, Modules 3 and 4 must be completed and submitted in the eGov Reporting system. To access the eGov ReportHub system click on the following link [eGovReportHub](https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn)
<https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/LogIn>

- 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: 2021 CSBG Allocation Spreadsheet
- Attachment B: Supplemental Audit Guide



Office of the City Manager

October 22, 2020

To: Berkeley Boards and Commissions

From: *Dee* Dee Williams-Ridley, City Manager

Subject: Commission Meetings During COVID-19 Emergency

This memo serves to provide a summary and update of the status of meetings of Berkeley Boards and Commissions during the COVID-19 emergency declaration.

On March 10, 2020, the City Council ratified the proclamation of the Director of Emergency Services for a state of local emergency related to the COVID-19 pandemic. The emergency proclamation has been renewed twice by the Council and remains in effect.

On March 17, 2020, the City Council adopted Resolution No. 69,331-N.S. which placed limitations of the meetings of City legislative bodies, including all boards and commissions. The resolution allows for commissions to meet to conduct time-sensitive, legally mandated business with the authorization of the City Manager. Since that time, several commissions have obtained this approval and held meetings; many other commissions have not met at all since March.

The City Manager has periodically reviewed the status of commission meetings with the City Council Agenda & Rules Committee. Recently, at the October 12, 2020, Agenda & Rules Committee meeting, the City Manager presented a proposal to allow all commissions to meet under limited circumstances. The Committee voted to endorse the City Manager's recommendation.

Effective October 12, 2020, all City boards and commissions may meet once to develop and finalize their work plan for 2021 and to complete any Council referrals directly related to the COVID-19 pandemic response. A second meeting may be held to complete this work with specific authorization by the City Manager. It is recommended that the meeting(s) occur by the end of February 2021.

Commissions that have been granted permission to meet under Resolution No. 69,331-N.S. may continue to meet pursuant to their existing authorization, and may also meet to develop their 2021 work plan.

Commissions that have not requested meetings pursuant to the Resolution No. 69,331-N.S. may meet pursuant to the limitations listed above.

Page 2
October 22, 2020
Re: Commission Meetings During COVID-19 Emergency

To assist commissions with the development of their work plan and to provide the City Council with a consistent framework to review the work plans, the City Manager has developed the following items to consider in developing the work plan that is submitted to the City Council agenda.

Prompts for Commissions to use in work plan:

- What commission items for 2021 have a direct nexus with the COVID-19 response or are the result of a City Council referral pertaining to COVID-19?
- What commission items for 2021 are required for statutory reasons?
- What commission items for 2021 are required for budgetary or fund allocation reasons?
- What commission items for 2021 support council-adopted or voter-adopted mission critical projects or programs?
- What are the anticipated staff demands (above and beyond baseline) for analysis, data, etc., to support commission work in 2021 (baseline duties = posting agendas, creating packets, attend meetings, minutes, etc.)?

The limitations on commission meetings are due to the need to direct staff resources and the resources of city legislative bodies to the pandemic response. Many of the staff assigned as commission secretaries are engaged in work with the City Emergency Operations Center or have been assigned new specific duties related to the impacts of the pandemic.

Meeting frequency for boards and commissions will continue to be evaluated on a regular basis by the City Manager in consultation with Department Heads and the City Council. More frequent meetings by commissions will be permitted as the conditions under COVID-19 dictate.

Thank you for your service on our boards and commissions. The City values the work of our commissions and we appreciate your partnership and understanding as we address this pandemic as a resilient and vibrant community.

Attachments:

1. Resolution 69,331-N.S.
2. List of Commissions with Meeting Data

cc: Mayor and City Councilmembers
Senior Leadership Team

RESOLUTION NO. 69,331-N.S.

RATIFYING THE RECOMMENDATIONS ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES AND THE PUBLIC HEALTH OFFICER REGARDING MEETINGS OF BERKELEY LEGISLATIVE BODIES IN RESPONSE TO THE COVID-19 (NOVEL CORONAVIRUS) PANDEMIC

WHEREAS, on March 3, 2020, pursuant to Berkeley Municipal Code section 2.88.040, the City Manager, serving as the Director of Emergency Services, proclaimed the existence of a local emergency; and

WHEREAS, the proclamation was warranted by virtue of the extreme peril to the safety of persons and property in the City caused by pandemic in the form of the global spread of a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19"), including confirmed cases in California and the San Francisco Bay Area, and presumed cases in Alameda County prompting the County to declare a local health emergency; and

WHEREAS, the proclamation of the Director of Emergency Services was ratified by the City Council on March 10, 2020; and

WHEREAS, the continued spread of COVID-19 and increase in community transmission cases in surrounding counties warrant further measures be taken by the City to protect the community; and

WHEREAS, the Public Health Officer has issued guidelines for limiting mass gatherings; and

WHEREAS, certain limitations on the meetings of legislative bodies in the City of Berkeley is warranted; and

WHEREAS, the continued essential functions of the City and certain legislative bodies must continue for time-sensitive, legally mandated actions; and

WHEREAS, the Director of Emergency Services presented recommendations to the Agenda & Rules Committee on March 12, 2020 regarding the meetings of legislative bodies; and

WHEREAS, the Agenda & Rules Committee recommended that said recommendations be forwarded to the City Council for acknowledgement and ratification.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the following recommendations issued by the Director of Emergency Services and the Public Health Officer regarding limitations and practices for legislative bodies of the City of Berkeley are hereby acknowledged and ratified:

Section 1. Boards and Commissions

Commissions listed below may continue to meet only if they have time-sensitive, legally mandated business to complete, as determined by the Director of Emergency Services. The City may consider teleconferencing for these commissions, if feasible.

Design Review Committee
 Fair Campaign Practices Commission
 Housing Advisory Commission (limited to quasi-judicial activities)
 Joint Subcommittee on the Implementation of State Housing Laws
 Landmarks Preservation Commission
 Open Government Commission
 Personnel Board
 Planning Commission
 Police Review Commission
 Zoning Adjustments Board

Commissions in Category B shall not meet for a period of 60 days. This will be re-evaluated at the Agenda & Rules Committee meeting on April 13, 2020. A Commission in Category B may convene a meeting if it has time-sensitive, legally-mandated business to complete, as determined by the Director of Emergency Services.

Category B

Animal Care Commission
 Cannabis Commission
 Civic Arts Commission
 Children, Youth, and Recreation Commission
 Commission on Aging
 Commission on Disability
 Commission on Labor
 Commission on the Status of Women
 Community Environmental Advisory Commission
 Community Health Commission
 Disaster and Fire Safety Commission
 Elmwood Business Improvement District Advisory Board
 Energy Commission
 Homeless Commission
 Homeless Services Panel of Experts
 Housing Advisory Commission
 Human Welfare and Community Action Commission
 Measure O Bond Oversight Committee
 Mental Health Commission
 Parks and Waterfront Commission
 Peace and Justice Commission
 Public Works Commission
 Solano Avenue Business Improvement District Advisory Board
 Sugar-Sweetened Beverage Product Panel of Experts

Transportation Commission
 Youth Commission
 Zero Waste Commission
 Loan Administration Board

Section 2. City Council Policy Committees

The Agenda & Rules Committee and the Budget & Finance Committee may continue to meet to fulfill their legislative and advisory responsibilities. All other Policy Committees (Facilities, Infrastructure, Transportation, Environment & Sustainability, Public Safety, Land Use, Housing & Economic Development, and Health, Life Enrichment Equity & Community) are suspended indefinitely. The 120-day deadline to consider an item will be tolled during the suspension of business.

Section 3. City Council


For City Council meetings, the City will continue to advise and implement social distancing by limiting the capacity of the Council Chambers, providing an overflow room, attempting to limit the duration of the meeting, only conducting essential business, and limiting or suspending ceremonial items. The City will adhere to and implement the provisions of the Governor's Executive Order #N-25-20 related to the Brown Act and the utilization of technology to facilitate participation.

The foregoing Resolution was adopted by the Berkeley City Council on March 17, 2020 by the following vote:

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

Noes: None.

Absent: None.



 Jesse Arreguin, Mayor

Attest: 

 Mark Numalville, City Clerk



Human Welfare and
Community Action Commission

DRAFT FY21 STRATEGIC PLAN

Vision

Eradicate persistent poverty in the city of Berkeley by offering residents the services they require for a decent life while offering a path to economic stability.

Mission

Provide city council with recommendations to support a fully integrated system of community services and policies that provide low income residents of Berkeley, with the following: (A) Responsive, caring, and effective community services that provide basic human needs, including, but not limited to, the core services; (B) Opportunities for employment that provide a living wage and offer future growth; (C) Opportunities to continuously build an asset and skills base that can lead to greater economic stability.

Core Services to be provided by City and/or Agencies

1. Access to nutritious food/Food Security
2. Housing/Housing stability
3. Healthcare (Including Mental health services)
4. Childcare
5. Transportation
6. Services for the Disabled
7. Computer and Internet Access
8. Legal Services
9. Skills Training
10. Job/Opportunity Development
11. Banking Services
12. Money Management

Target Populations

1. General Funds: Low income(Defined as 20 to 60% of AMI.) households that own or rent within the City of Berkeley.

2. CSBG Funds: Households that own or rent within the City of Berkeley whose household income is 125% or less of the poverty level.

Objectives

1. Increase engagement with community to understand needs
2. Increase the number of low income commissioners serving on the HWCAC.
3. Show an improvement in living conditions of target population through the following:
 - a. Increase in people with access to regular meals
 - b. Increase in people with access to healthcare
 - c. Increase in people with stable housing
 - d. Increase in median household income
 - e. Increase In long term employment rates
 - f. Increase in median savings or net worth
 - g. Increase in education levels attained
4. Reduce number of households in target populations from Y1 baseline within 5 years
5. Create partnerships with other commissions and city agencies to find ways to increase services and leverage resources
6. Maintain a high approval rate on all agency and city services

Strategies

1. Establish baseline metrics and mechanisms for gathering those metrics on a regular basis
2. Use feedback and data to determine Core Service priorities before each funding cycle
3. Collaborate with other commissions on policy and recommendations
4. Monitor all council activities that may affect target populations and determine a response
5. Develop agency events or other programs that enhance collaboration and knowledge sharing
6. Keep up strategic plan up to date

Action Plan

1. Develop feedback mechanisms from community, agencies, and city staff on services currently provided and needed
 - a. Develop a questionnaire aimed at gathering information on services needed and provided

- b. Carry out “listening booth” meetings at locations that can yield good information and/or carry out a semiannual community meeting to discuss needs
 - c. Bring in community experts to discuss and educate commissioners on agenda topics as required
 - d. Carry out regular meetings with agencies and city teams providing services regarding quality services
 - e. Work with staff to implement a survey form for agency clients to complete and submit
2. Commissioner Engagement
- a. Find ways to recruit more low income members of the community into the commission
 - b. Strive to keep agenda focused and relevant
 - c. Keep all commissioners engaged and participating by encouraging them to take on tasks and to bring forward recommendations
 - d. Establish call-in meeting procedures
3. Metrics
- a. Determine number of households that currently are in the target populations
 - b. Develop a map to determine where these households are located
 - c. locate sources for additional metrics per objectives
4. Stay informed on Council activities
- a. Appoint commissioners on a monthly rotating basis to examine council agenda and come back to group with relevant items
 - b. Add relevant items to meeting agenda to help ensure that they get discussed
 - c. Formally determine a no action/action (communication or recommendation) from commission on agenda items
5. Agency Reviews
- a. Look at implementing an annual meeting with agencies to discuss their programs and best practices
 - b. Review existing agency reports and provide staff with ideas on ways that could help provide additional information
 - c. Review all agency reports annually and work with city staff to carry out site visits at least once every funding cycle
 - d. Look for alternative sources of funding to help support agencies and staff

6. Carry out an annual planning meeting in October each year to discuss the following items
 - a. Review of accomplishments for current year
 - b. Discuss commission priorities for the coming year
 - c. Review community services to ensure that community needs are being met
 - d. Review any recommendations for changes to commission bylaws
 - e. Discuss any updates to work/strategic plan

7. Working with other commissions
 - a. Establish liaisons for other commissions
 - b. Find ways to bring other commissions into council recommendations
 - c. Share information with other commissions as needed