

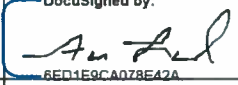
SUBAWARD INFORMATION

Subrecipient Legal Name:	City of West Sacramento		
Subaward Project Title:	Emergency Solutions Grant-Coronavirus Round 2 (Emergency Shelter-Capital)		
Subaward Project Period:	Start: December 22, 2020	End:	July 30, 2022
Amount Funded:	\$221,760		
Federal Awarding Agency:	California Department of Housing and Community Development via the United States Department of Housing (HUD)	Federal Award Number:	N/A
CFDA Number:	14.231	CFDA Title:	Emergency Solutions Grant Program


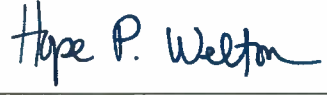
Attachments: Attachment 1 – Subaward Terms and Conditions
Attachment 2 – General Terms and Conditions
Attachment 3A – County Contacts
Attachment 3B – Subrecipient Contacts
Attachment 4 – Reporting Requirements
Attachment 5 – Statement of Work
Attachment 6 – Payment Provisions and Budget Information
Attachment 7 – Insurance Requirements
Attachment 8 – State Contract

The County of Yolo hereby awards a subaward, as described above, to Subrecipient. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of the County.

SUBRECIPIENT

Signature of Authorized Official:	<small>DocuSigned by:</small>  <small>6ED1E9CA078E42A</small>	Date Signed:	7/28/2021
Authorized Official Name:	Aaron Laurel		
Authorized Official Title:	City Manager		

COUNTY OF YOLO

Signature of Authorized Official:		Date Signed:	
Authorized Official Name:	Jim Provenza, Chair		Julie Dachtler
Authorized Official Title:	Board of Supervisors		Senior Deputy Clerk Seal
Signature of County Department Head:		Date Signed:	July 29, 2021
Authorized Official Name:	Karen Larsen		
Authorized Official Title:	Health and Human Services Agency Director		
Signature of County Counsel: Philip J. Pogledich, County Counsel		Date Signed:	July 14, 2021
Name:	Hope P. Welton, Senior Deputy		

ATTACHMENT 1 – SUBAWARD TERMS AND CONDITIONS

I. Background

On or about June 1, 2020 the California Department of Housing and Community Development released a Notice of funding Availability (NOFA) for the Federal Emergency Solutions Grant Program Coronavirus (ESG-CV). The funding was allocated to the Homeless and Poverty Action Coalition (HPAC) for the purpose of preventing, preparing for, and responding to coronavirus. On or about June 24, 2020, HPAC voted to make Yolo County the administrative entity for the ESG-CV funds. On or about December 22, 2020 the County entered into State Agreement No. 20-ESGCV1-0035 (“State Contract”) with the Department of Housing and Community Development (“Department”), via the Department’s administration of the Federal CARES Act Emergency Solutions Grants (“ESG-CV”) Program, pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (“CARES Act”) and any waivers including the HUD Mega-Waiver dated April 1, 2020, and where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371; 42 USC 11378; 24 CFR Part 576; all as shall be amended from time to time. On or about June 9, 2021 Department of Housing and Community Development amended the State Contract to add ESG-CV Round 2 funding.

The State Contract is attached hereto as Attachment 8 and is incorporated herein by this reference. See Exhibit D of the State Contract for a list of ESG Program definitions.

II. Amendments and Other Changes

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, should be directed to the other party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3. Except that the County may issue unilateral modifications as needed to:

- A. align terms with the contractual obligations set forth in the State Contract, including any subsequent contract revisions or modifications to same;
- B. align terms with any applicable laws and regulations or sub-regulatory guidance, including but not limited to Federal ESG regulations at 24 CFR Part 576, Subpart B - Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section and as subject to any waivers issued including the HUD Mega-Waiver issued April 1, 2020; or
- C. to issue non-substantive changes to the Project Period and budget. Unilateral modifications must align with State Contract requirements.

All unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient’s Authorized Official Contact, as shown in Attachment 3B.

III. Negligence

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

IV. Termination

Either party may terminate this Subaward with 30 days written notice to the appropriate party’s Authorized Official Contact, as shown in Attachments 3A and 3B. County shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 74 Appendix IX, as applicable.

Except that if the State Contract is terminated, County may terminate this Subaward with 10 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B.

V. Certification

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward; the applicable terms of the State Contract; and the applicable terms of the Federal Award, including the appropriate Terms and Conditions of the Federal Awarding Agency, as referenced in Attachment 1. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements, including but not limited to:

VI. Certification Regarding Lobbying (2 CFR 200.450)

- A.** By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the County.
- C.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VII. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

VIII. Access and Audit of Facilities and Records

- A.** Subrecipient shall make available for inspection, examination by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours the facilities used to provide services under this Subaward. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

1. This right shall exist for a period of not less than A) three (5) years from the end of the Subaward; or B) three (3) years after the Department closes its HUD grant* whichever is later. The Department's HUD grant closing date is NOT three (3) years from the State Contract expiration. The Department's HUD grant closing date may extend beyond five (5) years from the expiration or termination of this Subaward or the State Contract.
 - B. Subrecipient shall make available for inspection, examination, and/or copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours the records related to the provision of services under this Subaward.
 1. Records include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Subrecipient's provision of services under this Subaward, including but not limited to: working papers; reports; program participant or client records; financial records, including those that verify any expenditure; documents of account, and subcontracts.
 2. Subrecipient shall retain all records regarding this Subaward for a period of not less than A) three (5) years from the end of the Subaward; or B) three (3) years after the Department closes its HUD grant* whichever is later. The Department's HUD grant closing date is NOT three (3) years from the State Contract expiration. The Department's HUD grant closing date may extend beyond five (5) years from the expiration or termination of this Subaward or the State Contract.
 3. Subrecipient shall also make all records available to County or the Department for audit and discovery purposes.
 - C. Any failure or refusal by Subrecipient to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Subaward and/or the State Contracts shall constitute an express and immediate breach of this Subaward.
 - D. Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable.
 - E. Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.
 - F. This section shall survive the termination or completion of this Subaward for the full period of time allowed by law.
- IX. Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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X. Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

XI. Flow Down to Subrecipients

The Subrecipient shall require that the language of the certifications above in this Attachment 1 and in Attachment 2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

XII. Additional Terms and Conditions Incorporated by Reference

By signing this Subaward, Subrecipient agrees to the following:

- A. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>
- B. 2 Code of Federal Regulations 200 available at www.ecfr.gov.
- C. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>
- D. The requirements of the State Contract attached hereto as Attachment 8.

XIII. Insurance

Subrecipient, at their sole cost and expense, shall obtain and maintain throughout the entire term of this Subaward, the insurance set forth in Attachment 7 attached hereto.

Subrecipient shall not commence services until Subrecipient submitted all the insurance required and such insurance has been approved by the County. All insurance shall be sent to the County's Procurement Division at procurement@yolocounty.org for review and approval.

XIV. Procurement of Recovered Materials

Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including 40 CFR Part 247.

XV. Clean Air and Water Acts

- A. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §1857 et. Seq.
- B. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.

- C. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Environmental Protection Agency, 40 CFR, Part 15.

XVI. Assurance of Compliance with the Violence Against Women Reauthorization Act of 2013 (VAWA)

- A. Under the VAWA, as amended or reauthorized, Title VI-Safe Home for Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking, Sec 601-60, Subrecipient shall assure the following.
 - 1. Domestic Violence survivors are not denied assistance as an applicant or evicted or have assistance terminated as a tenant, because the applicant or tenet is or has been a victim of domestic violence, dating violence, sexual assault and stalking.
 - 2. Implement an “emergency transfer plan”, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
 - 3. Provide “protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant or tenant otherwise qualified for admission, assistance, participation or occupancy.
 - 4. Implement a low-barrier certification process where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections need to keep themselves safe.

XVII. Affirmative Outreach

- A. Subrecipient shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
- B. Subrecipient must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If Subrecipient intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- C. Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

- XVIII.** Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Subrecipients shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

- XIX.** If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the applicant serves the same type of persons (e.g., families

with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

- XX.** To the maximum extent practical, Subrecipient will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

ATTACHMENT 2 – GENERAL TERMS AND CONDITIONS

I. Indemnification

To the fullest extent allowed by law, Subrecipient shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Subrecipient, it's officers, agents, or employees. Subrecipient responsibility for such defense and indemnity obligations shall survive the termination or completion of this Subaward for the full period of time allowed by law. The defense and indemnification obligations of this Subaward are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Subaward.

II. Compliance with Applicable Laws and Regulations

Subrecipient shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Subrecipient shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Subrecipient has violated any applicable law or regulation. Such laws and regulations include but are not limited to:

- A. Federal, State and local housing and building codes, as applicable.
- B. Comply with the labor standards described in the State Contract, Exhibit D, Section 20, as applicable.
- C. the provisions of the California Labor Code, as applicable.
- D. the applicable Equal Opportunity Requirements, described in State Contract, Exhibit D, Section 14.
- E. Maintenance of State-required minimum worker's compensation insurance for those employees who will perform the Work or any part of it.
- F. Maintenance of unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

III. Availability of Funds

This Subaward is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Subrecipient pursuant to this Subaward. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Subaward, the County may terminate this Subaward by giving ten (10) days advance written notice thereof to the Subrecipient, in which even the County shall have no obligation to pay the Subrecipient any further funds or provide other consideration and the Subrecipient shall have no obligation to provide any further services under this Subaward.

IV. Default

If Subrecipient fails to perform any part of this Subaward, the County may notify the Subrecipient's Administrative Contact of the default and Subrecipient shall remedy the default within 30 days after notification. If Subrecipient fails to do so, then, in addition to any other remedy that County may

have, County may terminate this Subaward and withhold any or all payments otherwise owed to Subrecipient pursuant to this Subaward.

V. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Subrecipient for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. See Attachment 6 regarding disallowances.

VI. Licensure

Subrecipient certifies that they shall hold all applicable licenses and/or certifications required by Subrecipient's profession and maintain them throughout this Subaward, and that Subrecipient's performance shall meet the standards of licensure/certification.

VII. Independent Contractor

Subrecipient understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

VIII. Confidentiality

- A. Subrecipient shall comply with any and all applicable Federal, State and local laws and regulations regarding the confidentiality, privacy and security of client information
- B. Except that this Subaward, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act, Subrecipient will hold in confidence all information disclosed to or obtained by Subrecipient which relates to activities under this Subaward and/or to the County plans or activities.
- C. Subrecipient shall ensure confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted in the ESG-CV program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of the shelter.

IX. Entire Subaward

This Subaward constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Subaward may only be amended as specified in Attachment 1, Section 2, and any other purported amendment shall be of no force or effect.

X. Execution

This Subaward shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Subaward shall be filed and resolved in a California State court located in Woodland, California.

ATTACHMENT 3A – COUNTY CONTACTS

Legal Name:	County of Yolo		
Legal Address:	625 Court Street, Room 102 Woodland, CA 95695		
Website:	www.yolocounty.org		
County Contacts			
Central Email:	HHSAContracts@yolocounty.org		
Grant Project Manager:	Anisa Vallejo		
Email:	Anisa.vallejo@yolocounty.org	Telephone Number:	(530) 661-2629
Administrative Contact:	Anisa Vallejo		
Email:	Anisa.vallejo@yolocounty.org	Telephone Number:	(530) 661-2629
COI Contact Email:	procurement@yolocounty.org		
Financial Contact:	<u>Lucy Chavez</u>		
Email:	Lucy.chavez@yolocounty.org	Telephone Number:	(530) 662-2797
Email Invoices:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Invoice Email (if different):	HHS-COVID19@yolocounty.org
Authorized Official:	Ryan Pistochini, Procurement Manager		
Email:	Ryan.pistochini@yolocounty.org	Telephone Number:	530-666-8218
Administrative Address:			
Name:	Anisa Vallejo, HHS Program Coordinator		
Address:	County of Yolo Health & Human Services Agency 25 North Cottonwood Street Woodland, CA 95695		
Grant Project Manager Address:			
Name:	Anisa Vallejo, HHS Program Coordinator		
Address:	County of Yolo Health & Human Services Agency 25 North Cottonwood Street Woodland, CA 95695		
Invoice Address:			
Name:	Accounts Payable Unit		
Address:	Yolo County Health & Human Services Agency 137 North Cottonwood Street Woodland, CA 95695		

ATTACHMENT 3B – SUBRECIPIENT CONTACTS

Entity's DUNS Name: City of West Sacramento	
EIN No.: 91-1834006	Institution Type: Corporation
Currently registered in SAM.gov: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS: 038460437	
Parent DUNS: 038460437	<i>Subrecipient is performing subaward activities in:</i>
Place of Performance Address:	Congressional District: District 3 Zip Code+4: 95691
Within the jurisdictional boundaries of the City of West Sacramento.	
Subrecipient Contacts	
Central Email:	raulh@cityofwestsacramento.org
Website:	
Grant Project Manager:	Raul Huerta, Housing Manager
Email:	raulh@cityofwestsacramento.org Telephone Number: (916) 617-4555
Administrative Contact:	Raul Huerta, Housing Manager
Email:	raulh@cityofwestsacramento.org Telephone Number: (916) 617-4555
Financial Contact:	Raul Huerta, Housing Manager
Email:	raulh@cityofwestsacramento.org Telephone Number: (916) 617-4555
Authorized Official:	Aaron Laurel, City Manager
Email:	aaronl@cityofwestsacramento.org Telephone Number: (916) 617-4555
Legal Address:	
Name: Aaron Laurel, City Manager	
Address: City of West Sacramento	
1110 West Capitol Avenue, 3 rd Floor	
West Sacramento, CA 95691	
Administrative Address:	
Name: Raul Huerta, Housing Manager	
Address: City of West Sacramento	
1110 West Capitol Avenue, 3 rd Floor	
West Sacramento, CA 95691	
Payment Address:	
Name: Raul Huerta, Housing Manager	
Address: City of West Sacramento	
1110 West Capitol Avenue, 3 rd Floor	
West Sacramento, CA 95691	

ATTACHMENT 4 - REPORTS

- I. Subrecipient agrees to submit the following reports:
 - A. Information for County to make DOB reports (to be included with expenditure reports).
 - B. Information for County to maintain evidence of Modified Total Direct Cost per 2 CFR 200.68.
 - C. Subrecipient agrees to enter program and client data using the Homeless Management Information System (HMIS) and comply with all reporting requirements as outlined by the State.
 - D. Program performance data in the Results Based Accountability Framework as follows:

Emergency Shelter Capital ESG-CV2		City of West Sacramento	Raul Huerta
Program Purpose	Increase site waste management safety and site security.		
Program Information	The City of West Sacramento will use ESG-CV2 funds for an emergency repair to a faulty sewer and for an automatic wrought iron security gate at the entrance of the Rodeway Inn, a Home Key Program site. The gate will control access which will prevent and mitigate infection spread, in addition to enhancing the safety and security of the clients. The City will contract with three Yolo County agencies to operate the 40-room hotel that provides interim housing for 60 COVID-19 medically fragile homeless adults. Case management, housing navigation, along with food and laundry will be provided under a population-informed property manager to an estimated 67 individuals in a 6-month ESG-CV2 award period.		
PM1: How much did we do?			
1.1	Repair Faulty sewer and install new automatic security gate at property entrance. Goal: N/A		
1.2	Number of individuals served. Goal: 67 individuals		
1.3	Number of households served. Goal: 60 households		
1.4	Number of bed capacity. Goal: 60 beds.		
1.5	Number of beds provided. Goal: 60 beds		
1.6	Number of cribs provided. Goal: 0		
PM2: How well did we do it?			
2.1	Sewer line is functioning normally. Gate is complete and provides site control along with ease of access to 60 clients and estimated 8-10 daily staff supporting Rodeway Inn. Goal: N/A		
PM3: Is anyone better off?			

3.1	Number of individuals who were provided units with fully functional waste systems and enhanced site security. Goal: 67 individuals.
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Submit the Performance Outcome Measures electronically via email to: Anisa.Vallejo@yolocounty.org. Outcome measures may shift based on the requirements of the funder.

Quarterly Performance Measure Report due to HHSa are as follows:

- October 20 – for Quarter 1 (July – September)
- January 20 – for Quarter 2 (October – December)
- April 20 – for Quarter 3 (January – March)
- July 20 – Quarter 4 (April – June)

Annual Report: Annual Performance Report required by HCD. HHSa will provide additional details and a reporting template for the relevant indicators as required by the funder.

ATTACHMENT 5 – STATEMENT OF WORK

Subrecipient shall perform the deliverables, services, and tasks as specified in the statement of work

Below; or Attached - 2 pages

I. DATES

Services shall be provided from December 22, 2020 through July 30, 2022.

II. SERVICE LOCATION(S)

Services rendered pursuant to this Subaward shall be provided at the following location(s):

Rodeway Inn Capitol
817 W. Capitol Avenue
West Sacramento, CA 95691

II. PURPOSE

Sub-recipient will use ESG-CV2 funds for an emergency repair to a faulty sewer and for an automatic wrought iron security gate at the entrance of the Rodeway Inn, a Home Key Program site. The gate will control access which will prevent and mitigate infection spread, in addition to enhancing the safety and security of the clients.

III. TARGET POPULATION

Individuals experiencing homelessness in Yolo County.

IV. REQUIREMENTS

Services provided through ESG-CV funds must support emergency responses that are consistent with statutorily allowable activities focused on mitigating the impact of COVID-19. Sub-Recipient must demonstrate that their expenditures support the short- or long-term impacts of COVID -19 for low-income individuals and households within their communities and retain appropriate documentation to substantiate reported expense claims and outcomes. Sub-Recipient will comply with all federal and state ESG-CV reporting requirements and comply with all local reporting requirements, including quarterly performance measure reports utilizing the RBA model.

V. SERVICES

A. The Rodeway Inn is an evidenced based, trauma-informed, COVID-19 compliant emergency shelter operation. Sub-Recipient will provide project oversight, and contract with a project manager to ensure all ESG-CV capital project requirements are met.

B. Sub-recipient will contract with three Yolo County agencies to operate the 40-room hotel that provides interim housing for 60 COVID-19 medically fragile homeless adults. Case management, housing navigation, along with food and laundry will be provided under a population-informed property manager to an estimated 67 individuals in a 6-month ESG-CV2 award period.

ATTACHMENT 6 – PAYMENT PROVISIONS AND BUDGET INFORMATION

Below or Attached - 3 page

- I. **Prevention of a Duplication of Benefit (DOB):** A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. County is responsible for ensuring that each Subaward provides assistance only to the extent that Subrecipient's funding need has not been met by another funding source. County will monitor for DOB in accordance with any current and anticipated guidance and provide requested DOB tracking data to the Department. Subrecipient is required to continue to report on DOB during the expenditure period for the Subaward as specified in Section III. on the monthly invoices required by Paragraph IV.B below.
- II. **Requirement to Obligate Funds-**Subrecipient must obligate all funds within one hundred and twenty (120) days from December 22, 2020. "Obligate" means that the Subrecipient has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. Subrecipient agrees to provide documentation satisfactory to the County and Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made the grant amount available to the County.
- III. **Requirement to Expend Funds –** All funds must be expended by July 30, 2022. The final invoice must be received by County by July 15, 2022.
- IV. **Payment Provisions:**
 - A. Subrecipient shall submit invoices monthly for allowable costs incurred. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference County's Subaward number shall be returned to Subrecipient.
 - B. Invoices and the supporting documentation shall be submitted to the County in an electronic format at HSA.AccountsPayable@yolocounty.org. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission. Hardcopy invoices and supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable
 - C. Subrecipient shall submit such invoices for payment to the County no later than forty-five (45) days after completion of the month in which services have been rendered. Upon the receipt of proper invoices, the County agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
 - D. Invoices and questions concerning invoice receipt or payments shall be directed to the County's Financial Contact, as shown in Attachment 3A.

- V.** A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to County's Financial Contact, as shown in Attachment 3A, NOT LATER THAN 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- VI.** All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- VII.** Ineligible Costs

 - A.** ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576.
 - B.** The County and Department reserve the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Subaward. If Subrecipient uses ESG-CV funds for the costs of ineligible activities, Subrecipient shall be required to reimburse these funds to the County, due immediately.
 - C.** County will demand repayment from Subrecipient for compensation made to the Subrecipient, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason. An expenditure which is not authorized by this Subaward, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the County. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.
 - D.** Any such disallowance related to this Subaward will be due and payable immediately to the County. County will recoup from Subrecipient by offsetting any payment otherwise due Subrecipient pursuant to this Subaward or any other agreement between Subrecipient and County.
 - E.** Any such disallowance related to any other agreement between County and Subrecipient will be due and payable within forty-five (45) days of mailing a demand letter from County to Subrecipient. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Subrecipient the amount due, by offsetting any payment otherwise due Subrecipient pursuant to this this Subaward or any other agreement between Subrecipient and County.
 - F.** In the event that the aggregated payment otherwise due Subrecipient pursuant to this this Subaward or any other agreement between Subrecipient and County is less than the amount due, and when all payments otherwise due Subrecipient have been exhausted, Subrecipient shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.
- VIII.** None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.
- IX.** ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means)

to prevent, prepare for and respond to coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.

X. Budget

A. Subrecipient shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Subaward.

City of West Sacramento		
Emergency Shelter – Capital ESG-CV 2		
	Cost Items	Agreement Term FY2020-22 December 22, 2020 through July 30, 2022
1	Personnel	\$0
2	Indirect (10%) Admin	\$20,160
3	Capital/Purchasing Costs	\$201,600
4	Direct to Clients	\$0
	Total	\$221,760*

*Any unspent funding in a fiscal year may be rolled over to future fiscal year(s) but not beyond the expiration date of the agreement.

B. Indirect Costs- Subrecipient may seek reimbursement for indirect costs. By entering into this Subaward, Subrecipients certifies Subrecipient does not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity.

ATTACHMENT 7 – INSURANCE REQUIREMENTS

- A. During the term of this Subaward, Subrecipient shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. Commercial General Liability – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. Professional Liability/Malpractice/Errors and Omissions – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Subrecipient must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. Workers’ Compensation – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. It shall be a requirement under this Subaward that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Subaward; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Subrecipient’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this Subaward may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
 3. Said policies shall remain in force through the life of this Subaward and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Subrecipient changes insurance carriers Subrecipient shall purchase “tail” coverage covering the term of this Subaward and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Subrecipient changes to a new carrier prior to receipt of any payments due.
 4. The Subrecipient shall declare all aggregate limits on the coverage before commencing performance of this Subaward, and the County’s Risk Manager reserves the right to require

higher aggregate limits to ensure that the coverage limits required for this Subaward as set forth above are available throughout the performance of this Subaward.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Subrecipient, its officers, employees, agents and volunteers arising out of or in connection with this Subaward.
 9. For any claims relating to this Subaward, the Subrecipient's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Subrecipient's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Subaward, Subrecipient shall furnish the County with original endorsements reflecting coverage required by this Subaward. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Subrecipient shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Subaward, Subrecipient shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Subaward. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Subrecipient shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Subrecipient agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Subaward including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Subrecipient agree to be bound to Subrecipient and the County of Yolo in the same manner and to the same extent as Subrecipient is bound to the County of Yolo under the Subaward Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A

copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Subrecipient shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Subrecipient will provide proof of compliance to the County of Yolo.

- E. Subrecipient shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Subrecipient fails to obtain or maintain completed operations coverage as required by this Subaward, the County at its sole discretion may purchase the coverage required and the cost will be paid by Subrecipient.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Business & Contract Services Branch

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6872

www.hcd.ca.gov



Jim Provenza, Chair of Yolo County Board of Supervisors
County of Yolo
P.O. Box 1268
Woodland, CA 95695

Dear Jim Provenza:

RE: County of Yolo

Contract No.: 20-ESGCV1-00035 – Amendment No. 1

Attached in this letter, you will find the following documentation needed to amend your contract to incorporate the ESG-CV Round 2 funds. These include:

A. Standard Agreement (STD 213A and Exhibits A through F)

STD 213A – Cover page

Exhibit A – Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – State of California General Terms and Conditions – GTC - 04/2017

Exhibit C is now incorporated by reference; please see the STD 213A for additional information.

Exhibit D – ESG Program Terms and Conditions

Exhibit E – ESG-CV1 Application

Exhibit F – ESG-CV2 Application

B. For expeditious handling of the contract, please review the STD 213A, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213A. Please follow the instructions below:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink or Electronic Signature**, on the lower left hand section entitled "Contractor"

on the STD 213A and/or on page 2 of the STD 213A, if applicable.

3. Print and upload the signed STD 213A into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213A and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213A and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
5. Maintain a complete electronic version of the STD 213A and Exhibits A through F for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact ESG@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Arashpreet Singh
Contract Analyst

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGESAGREEMENT NUMBER
20-ESGCV1-00035AMENDMENT NUMBER
1

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Yolo

2. The term of this Agreement is:

START DATE

December 22, 2020

THROUGH END DATE

September 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$5,600,915.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Add ESG-CV Round 2 funding in the amount of \$4,763,815.00 Exhibits A, B, and D from the original ESG-CV Standard Agreement are replaced and superseded by the attached Exhibits A, B, and D in this Amendment. The original Exhibits A, B, and D have no further force and effect. Add Exhibit F (Contractor's ESG-CV Round 2 Application). This Standard Agreement, including Amendment 1 documents, now encompasses, governs, and restricts ESG-CV funding from the ESG-CV NOFA dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2).

All other terms and conditions shall remain the same.

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

CONTRACTOR

Approved as to Form:

Philip J. Pogledich, County Counsel

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

County of Yolo

By: Hope P. Welton
Hope P. Welton, Senior Deputy

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1268

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Jim Provenza

TITLE

Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6/4/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager, Business & Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

6/9/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any HUD Notices or waivers including the HUD Mega-Waiver dated April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD). In accepting this conditional reservation of funds, Contractor (sometimes referred to herein as "Grantee," "Administrative Entity," "Applicant," or "Continuum of Care") agrees to comply with the terms and conditions of this Agreement, which relates to the ESG-CV Notice of Funding Availability (NOFA) dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2) under which the Contractor applied, the representations contained in the Contractor's Application for the ESG-CV funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

2. Scope of Work

- A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with ESG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and as required by Federal ESG requirements at 24 CFR Section 576. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit F. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds. Applicants will be required to prepare DOB policies and procedures including a policy for funds recapture to be included in written standards.

4. Effective Date and Commencement of Work

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). However, the Standard Agreement is being modified per this Standard Agreement Amendment (STD 213A) which is effective upon the date of the Department's representative's signature on page one of STD 213A. Per the CARES Act, contractors may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the

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EXHIBIT A

CARES Act as it relates to temporary emergency shelters. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 5.

- A. Contractor must obligate all funds within one hundred and twenty (120) days from the date of the award notification letter for each of the two rounds of funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made each of the two rounds of grant funding available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.
- C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5 and that the Work will be provided for the full term of this Agreement.

5. Term of Agreement and Performance Milestones

- A. This Agreement will expire on: September 30, 2022
- B. All Program funds shall be expended by: July 30, 2022
- C. All Final Funds Requests shall be submitted to the Department within thirty (30) days after the expenditure deadline.
- D. Reimbursements will not be made after this Agreement expires.
- E. Expenditure Milestone Expectations
 - a. In accordance with HUD's expenditure deadlines included in the CPD-20-08 ESG-CV Notice, Grantee must meet the following expenditure deadlines for ESG-CV funding. Should the Grantee not meet the following expenditure requirements, the Department in its sole and absolute discretion reserves the right to recapture any unspent ESG-CV awarded funds up to the maximum amount listed below. The Department also reserves the right in its sole and absolute discretion to mandate a

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EXHIBIT A

corrective action or remediation plan to ensure future timely expenditure of ESG-CV funds.

Percentage of ESG-CV Award	Expenditure Deadline	Maximum Recapture (as a percentage of total award)
20%	July 31, 2021	20%
40%	September 30, 2021	40%
60%	November 30, 2021	60%
80%	January 31, 2022	80%

6. Scope of Work Revisions and Amendments

A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

- 1) Budget revisions which do not change the total award amount.

7. ESG Program Contract Management

A. Department Contract Manager: For purposes of this Agreement, the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
 Division of Financial Assistance, Federal Programs Branch
 Emergency Solutions Grants Program Representative
 2020 West El Camino Ave, Suite 200
 Sacramento, California 95822
 Email: ESG@hcd.ca.gov

B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:

- 1) Requests for Funds Forms;
- 2) Budget Revision Forms;

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EXHIBIT A

- 3) Annual Reports;
 - 4) Submittal of any and all requested supporting documentation;
 - 5) Standard Agreement Revisions (non-material contract changes); and,
 - 6) Standard Agreement Amendments (material contract changes).
- C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

9. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget**

Budget Detail: ESG-CV funds shall be used for the activities as detailed in Exhibit F of this Agreement, and as described under federal ESG regulations at 24 CFR Part 576, Subpart B – Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section, and as subject to any notices and waivers issued including the HUD Mega-Waiver issued April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020.

2. **Availability of Funds**

The Department's provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG-CV funds and continued federal authorization for ESG-CV activities, as well as the conditions set forth in Exhibit D, Section 3. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. **Method of Payment**

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of \$5,000.00 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by the Department within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG-CV Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 7 via the online eCivis Grants Network portal. Each RFF must also be accompanied by a completed Detailed Expense Report (DER) as provided by the Department. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit D, Paragraph 11A. Reimbursements will not be made after this Agreement expires.

All requests for disbursement shall include expenditure detail. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for three (3) years after the Department closes its HUD grant.

NOTE: Record retention is based on the Department's HUD closing date; NOT three (3) years

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from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, Section 5.

4. **Budget Changes**

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 24 CFR 576.

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS).

5. **Ineligible Costs**

- A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Agreement. If Contractor or its funded subrecipients use ESG-CV funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.
- B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.
- C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. **Indirect Costs**

Contractor and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

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- A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR § 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

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ESG PROGRAM TERMS AND CONDITIONS

1. Definitions

- A. In addition to the definitions found in 42 U.S.C. section 11371 (section 411), 24 C.F.R. section 576.3, and HUD CPD Notice-20-08 issued September 1, 2020 the following definitions shall apply to this subchapter
- 1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.
 - 2) "Administrative activities" is defined at 24 CFR 576.108.
 - 3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department.
 - 4) "Application" means Grantee's ESG-CV application in response to the ESG-CV NOFA dated June 1, 2020 (Round 1) as evidenced by Exhibit E of this Agreement and Grantee's ESG-CV application in response to the ESG-CV NOFA dated October 2, 2020 (Round 2) as evidenced by Exhibit F of this Agreement.
 - 5) "At Risk of Homelessness" as defined in HUD CPD Notice-20-08 issued September 1, 2020
 - 6) "CARES Act" refers to the 2020 Federally issued Coronavirus Aid, Relief, and Economic Security Act, Title XII, Department of Housing and Urban Development, Community Planning and Development, Homeless Assistance Grants Section
 - 7) "City" is defined at 42 U.S.C. section 5302(a)(5).
 - 8) "Continuum of Care" is defined at 24 CFR 576.2.
 - 9) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.
 - 10) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".
 - 11) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in the CARES Act.

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- 12) "Department" means the California Department of Housing and Community Development.
- 13) "ESG" is the acronym for the Emergency Solutions Grants program.
- 14) "ESG-CV" as defined in HUD CPD Notice-20-08 issued September 1, 2020
- 15) "Eligible Activities" mean those activities upon which ESG-CV funds may be expended as described in the CARES Act and as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.
- 16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.
- 17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.
- 18) "Emergency shelter" is defined under 24 CFR 576.2 and the CARES Act.
- 19) "ESG Entitlement" means a Unit of General Purpose Local Government that meets one of the following:
 - a. is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD;
 - b. is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or
 - c. is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.
- 20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.
- 21) "ESG Nonentitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement.
- 22) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.
- 23) "Governing Board" - for nonprofit applicants this term includes board of directors; for county local government applicants this term includes county board of supervisors; for city local government applicants this term includes city council.

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- 24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.
- 25) "Homeless" is defined at 24 CFR 576.2.
- 26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.
- 27) "HUD" means the United States Department of Housing and Urban Development.
- 28) "NOFA" is the acronym for a "Notice of Funding Availability."
- 29) "Nonentitlement Area" is defined at 42 U.S.C. 5302.
- 30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings.
- 31) "Private nonprofit organization" is defined at 24 CFR 576.2.
- 32) "Prevent, Prepare for, and Respond to Coronavirus" as defined in HUD CPD Notice-20-08 issued September 1, 2020
- 33) "Program" shall mean CARES Act funding for the Emergency Solutions Grants Program ("ESG") and is also referred to as "ESG-CV." Per the ESG-CV NOFAs dated June 1, 2020 and October 2, 2020 (and as may be amended by the Department), ESG-CV may be subject to different federal and state rules, laws, and regulations than the Department's prior or future administration of ESG funds.
- 34) "Rapid Re-Housing" means the activities set forth in 24 CFR 576.104.
- 35) "Service Area" has the same meaning as the term "Continuum of Care Service Area".
- 36) "Site" means one or more facilities where the program(s) is being carried out.
- 37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
 - a. a deed demonstrating ownership in fee title;
 - b. a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG-CV grant,

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- c. an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG-CV grant or
 - d. For rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG-CV applications stated in the applicable NOFA.
- 38) "Standard Agreement" means the contract entered into by the Department and the ESG-CV Recipient (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG-CV funds.
- 39) "Subrecipient of the Administrative Entity" means an entity that enters into a written agreement with the Administrative Entity to implement Eligible Activities with ESG-CV funds.
- 40) "Temporary Emergency Shelter" as defined in HUD CPD Notice-20-08 issued September 1, 2020
- 41) "Unit of General Purpose Local Government" is defined at 24 CFR section 576.2 and HUD CPD Notice-20-08 issued September 1, 2020
- 42) "Written Standards" means the standards, policies, and procedures adopted by a Continuum of Care for providing ESG-CV Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. 576.3 and 24 C.F.R. 576.400.

2. **Eligible Activities**

ESG-CV funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the CARES Act, and the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

- A. For Rapid Rehousing (RR) and Homelessness Prevention (HP) activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:
 - 1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

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- 2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.
- B. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving ESG-CV funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.
- C. Grantee shall receive approximately five percent (5%) of its ESG-CV Round 1 grant allocation and approximately three percent (3%) of its ESG-CV Round 2 grant allocation for the payment of administrative costs.
- D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 typically cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888, except as provided in the HUD Waiver issued April 1, 2020 and HUD CPD Notice-20-08 issued September 1, 2020 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.
- E. All provisions of the CARES Act shall apply including, but not limited to the following:
- 1) The maximum allocation spending cap on Emergency Shelter activities of sixty percent (60%) of the aggregate amount of assistance provided for the contractor established pursuant to section 415(b) of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11374) **shall not apply** to amounts provided under the CARES Act.
 - 2) ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to Coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to Coronavirus.
 - 3) ESG-CV funding amounts provided under the CARES Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of the CARES Act, for staff working directly to prevent, prepare for, and respond to Coronavirus among persons who are homeless or at risk of homelessness, and that such

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activities shall not be considered administrative costs for purposes of the administrative cap.

- 4) None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

3. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03))

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to invalidate the contract under the thirty (30)- day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions,

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or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The Department has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

6. Contractors and Subcontractors

- A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:
 - 1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
 - 2) Comply with the labor standards described in this Exhibit, Section 20, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
 - 3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.
 - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
 - 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured

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or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

6) Agree to include all the terms of this Agreement in each subcontract.

C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.00.

7. Core Practices

A. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to Coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by Coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.

B. All service providers receiving ESG-CV funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

D. The Contractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG-CV program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

E. If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

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- F. The Contractor will ensure the subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.
- G. To the maximum extent practical, the Contractor and its subrecipients, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

8. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Rehousing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

9. Inspections

- A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

10. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG-CV requirements. An onsite monitoring visit of homeless service providers shall occur whenever determined necessary by the Contractor, but at least once during the grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also

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monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

- C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.
- D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG-CV award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).
- E. As requested by the Department, the Contractor shall submit to the Department all ESG-CV monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with all ESG-CV requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.

11. Compliance with Federal and State Laws and Regulations

- A. The Contractor and its subrecipients shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.
- B. The Contractor agrees to comply with all federal and state laws and regulations applicable to the ESG-CV Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

12. Procurement of Goods and Services

Prior to the drawdown of ESG-CV funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG-CV funds, must provide the Department with evidence of compliance with these requirements, as applicable.

13. Procurement of Recovered Materials

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Contractor and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age fifty-five (55) or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is fifty-five (55) years of age or older living in at least eighty percent (80%) of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons fifty-five (55) or older.

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- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of seventy (70) was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

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- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

15. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

The Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing 24 CFR, Part 135. The responsibilities of the Contractor are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential subrecipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in 24 CFR Part Section 135.38 in all solicitations and contracts in excess of \$100,000.00.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in 24 CFR Part Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in 24 CFR Part Section 135.30.
- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR Part 135.

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- E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.
- F. A Contractor which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 24 CFR Part Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at 24 CFR Part Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

16. Affirmative Outreach

- A. Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- B. Contractor or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

17. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Contractor shall supply all available, relevant information necessary for the Department to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by the Department or select an

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alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG-CV or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property, except as permitted related to temporary shelters per the CARES Act, Title XII, Homeless Assistance Grants Section. For all funded applications, the Department will inform the subrecipient any required additional environmental review.

18. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

19. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

20. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “Construction Contract”). Where the Construction Contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the “awarding body” as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the “awarding body”.
- C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a

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certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

21. Matching Funds

Per the CARES Act, the amounts provided under the ESG-CV funding shall not be subject to match requirements that otherwise apply to ESG funding.

22. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Contractor or its subrecipients assure that:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an "emergency transfer plan", which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide "protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."
- D. It will implement a "low-barrier certification process" where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

23. Liability Insurance

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect

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during the term(s) of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

24. Reporting and Recordkeeping

- A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.
- B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.
- C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. Contractor shall maintain all fiscal and program records pertaining to the ESG-CV Grant for a period of three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on the Department's HUD closing date; NOT three (3) years from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

- E. Contractor shall submit required reports on forms approved by the Department.

25. Audit/Retention and Inspection of Records

- A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

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NOTE: Record retention is based on *the Department's HUD closing date; NOT three (3) years from this Agreement expiration.* The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.

- B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- C. Private Nonprofit Organization and Unit of General-Purpose Local Government contractors shall comply with the audit requirements contained in 2 CFR Part 200.

26. Faith-Based Activities

Contractor and its subrecipients shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

27. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

- A. Who is an employee, agent, consultant, officer or elected as appointed official of the Contractor (or of any designated public agency); and,
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

28. Anti-Lobbying Certification

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The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

29. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the Department to enforce the provisions of this Agreement or required performance by the Contractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the Department, to enforce these provisions.

30. Litigation

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department

31. Sanctions

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The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws of regulations;
- B. Directing Contractor or its subrecipients to stop incurring costs under the current grant;
- C. Requiring that some or the entire grant amount is remitted to the Department;
- D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;
- E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,
- F. Taking any other actions permitted pursuant to 24 CFR 576.501.

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Award Number
20-ESGCV1-00035

Applications: Yolo County CoC ESG-CV Round 2 Application

PO Number

Application Amendment for ESG-CV Round 2

Organization Name
County of Yolo**Application Title**
Yolo County CoC ESG-CV Round 2 Application**Profile**
anisa.vallejo@yolocounty.org

The set of questions below are supplemental for Grantees applying for an amendment to their ESG-CV Round 1 Award to accept additional funds allocated under the Notice of Funding Availability (NOFA) for ESG-CV Round 2.

This application amendment is subject to the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted March 27, 2020 and the Emergency Solutions Grants (ESG) Program federal regulations established by the U.S. Department of Housing and Urban Development (HUD) 24 Code of Federal Regulations (CFR), Parts 91 and 576, and subject to any waivers issued by HUD.

Please read the Emergency Solutions Grants Program - Coronavirus (ESG-CV) Notice of Funding Availability (NOFA) (Round 2) as well as the CARES Act and federal regulations cited above.

The Department will be accepting amendments to current ESG-CV Round 1 applications through the eCivis Grants Management System portal to add ESG-CV Round 2 funds beginning Wednesday, October 7, 2020. Application amendments and required documentation must be received by HCD no later than 5:00 p.m. Pacific Standard Daylight Time on Wednesday, October 28, 2020, with an extension to no later than 5:00 p.m. Pacific Standard Daylight Time on Wednesday, November 4, 2020 for applicants impacted by the 2020 wildfires.

All HCD funding decisions are final.

Resources

Provided below is a list of all the Regulations referenced in this Application:

- Emergency Solutions Grant Program Webpage
<https://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml>
- Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
<https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf>
- Executive Order N-66-20 issued May 29, 2020
<https://www.gov.ca.gov/wp-content/uploads/2020/05/5.29.20-EO-N-66-20.pdf>
- 24 CFR 576
<https://www.govinfo.gov/app/details/CFR-2012-title24-vol3/CFR-2012-title24-vol3-part576>
- 2 CFR 200
<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>
- 24 CFR 91
<https://www.govinfo.gov/app/details/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part91>
- US Code Title 18 Section 1001-1002
<https://www.govinfo.gov/app/details/USCODE-2010-title18/USCODE-2010-title18-part1-chap47-sec1001>
- US Code Title 31 Section 3729-3730
<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap37-subchapIII-sec3729>
- US Code Title 31 Section 3801-3812
<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap38-sec3801>

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Will your organization be applying for funds under the ESG-CV Round 2 NOFA?

Yes

Has your jurisdiction been negatively impacted by the 2020 wildfires and is submitting the ESG-CV (Round 2) application by the extended deadline of November 4, 2020?

No

Section XII - Amount Requested

Amount Requested
\$4,763,815

Section XIII - ESG-CV Round 2 Subrecipient Awards

Will your provider selection process for ESG-CV Round 2 be different than what was described in your original application?

No

Section XIV - Legislative Contacts

Will your ESG-CV Round 2 activity locations be different than those for your ESG-CV Round 1 activities?No

Section XV - Draft Governing Board Resolution for ESG-CV Round 2

Please reference Resolution Guidelines and template found in theFiles Tab under the Solicitation.

Please upload your Resolution:
BOS Authorizing Resolution 20-124 - ESG-CV CARES Round 2.pdf

Section XVI - Emergency Shelter Renovation Costs

Do you intend to use any of the Emergency Shelter funding from ESG-CV Round 2 for major rehabilitation or renovation in excess of \$2,000? If so, an estimate from an engineer or architect is required to substantiate the cost.

No

Section XVII - Funding Priorities

How is your organization prioritizing activities under ESG-CV Round 2? (List in priority order, please do not use duplicative answers)

Projected use of ESG-CV Round 2 funds Priority #1
Emergency Shelter

Projected use of ESG-CV Round 2 funds Priority #2
Rapid Rehousing

Projected use of ESG-CV Round 2 funds Priority #3
Homelessness Prevention

Projected use of ESG-CV Round 2 funds Priority #4
Street Outreach

Projected use of ESG-CV Round 2 funds Priority #5
HMIS

Section XIX. Updated Budget Worksheet ESG-CV Round 2

Please reference Updated Budget Worksheet Guidelines found in theFiles Tab under the Solicitation.

Upload ESG-CV Round 2 Updated Budget Worksheet
Budget - Yolo County.xlsx

Section XX. Updated Goals Worksheet

Applicants will not need to submit updated goals with their application. However, applicants should be prepared to update their

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goals after the ESG-CV Round 2 allocations have been approved.

Section XXI. Racial Equity

It is a Department priority to ensure that ESG-CV programs are implemented in a way that addresses racial disparities in the homeless population and creates equitable outcomes. The following list of questions highlight items that you as the Grantee –either Continuum of Care (CoC) or Administrative Entity (AE) - might be doing to address racial equity. If you have not yet started to address racial equity in your homelessness response system, there is an opportunity to describe what you are planning to do at the end of each section.

Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Please select your Continuum of Care from the HUD CoC Racial Equity Analysis Tool (version 2.1) and upload as an attachment.

Please refer to the NOFA for your designated CoC number. After downloading the tool, navigate to the 'Dashboard' tab and select your CoC from the highlighted dropdown box. Save the file and upload below..

Upload your Continuum of Care's Racial Equity Analysis Tool from HUD Exchange

CoC-Analysis-Tool-2.1.xlsb

Please provide data on the outcomes of the homeless response system based on race using the Continuum of Care 2019 Outcomes by Race and Ethnicity Excel Spreadsheet found in the Files Tab of the Solicitation.

Upload "Continuum of Care 2019 Outcomes by Race and Ethnicity Worksheet"

Using Stella - Continuum of Care Outcomes by Race and Ethnicity - FINAL.xlsx

If your organization has already completed an analysis of racial disparities in its homeless response system please upload here

Does your organization have requirements for all sub-grantees to look at data to determine racial disparities in their programs?

No

Does your organization have requirements for all sub-grantees to put a plan in place to address racial disparities if they exist?

No

Describe how underserved and marginalized communities learn about the ESG program offerings. What marketing and communication strategies are used to increase equitable access? Check all that apply.

Formal partnerships such as MOUs or subrecipient agreements with organizations serving underserved and marginalized communities., Coordinated Entry Access Points in underserved and marginalized communities

Please provide a narrative and links for the Formal Partnerships selection:

We have several subrecipient contracts with local community-based organizations (CBOs) that serve individuals who are from underserved and marginalized communities. A majority of the CBOs in the community serving the homeless individuals attend and/or are voting members of the local CoC. It is through these meetings and subsequent distribution of minutes that information gets further shared.

Please provide a narrative and links for the Coordinated Entry Access Points selection:

Before the pandemic, homeless coordinators would meet potential clients at libraries and Medi-Cal offices. Link to information - <https://www.yolocounty.org/home/showdocument?id=61520>. Currently, the most vulnerable individuals who are experiencing homelessness are being housed via Project Roomkey in each of our major jurisdictions. This allows homeless coordinators and providers to serve these individuals and provide case management.

Does your grant making process prioritize programs that address the disproportionate impacts of homelessness and COVID-19 on communities of color, particularly Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities?

No

Please describe what steps your organization will take to prioritize programs that address the disproportional impacts of homelessness and COVID-19 on communities of color in the coming program year:

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(Narrative) Describe:

We are committed to recognizing, educating ourselves on, and addressing racial inequities within or CoC and County. The steps our CoC will take to prioritize programs that address the disproportional impacts of homelessness and COVID-19 on communities of color in the coming program year include:

- Including this and a topic on the next CoC meeting
- Identifying and assessing the impacts of homelessness on communities of color in our CoC by completing an analysis of racial disparities in its homeless response system
- Creating policies and guidelines to include organizations that serve these communities and representatives from these communities in the decision making process
- Requiring sub-grantees to look at data to determine racial disparities in their programs
- Requiring sub-grantees to put a plan in place to address racial disparities if they exist

Are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of homelessness being centered in a meaningful, sustained way in creating effective approaches to reducing and ending homelessness? Are they involved in the funding decision making process? Please answer the following questions.

Does your CoC governance structure include permanent seats for individuals with lived experience of homelessness?

No

Does your CoC governance structure include seats for representatives from Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities?

No

Does your ESG Grantee funding application review panel/body include permanent seats for individuals with lived experience of homelessness?

No

Does your ESG Grantee funding applications review panel/body include permanent seats for representatives from Black, Latinx, Asian, Pacific Islander, Native and indigenous communities?

No

Does your CoC utilize other policies or methods of centering voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of homelessness?

Yes

Please describe these policies or methods:

In our subcontract with providers, language regarding non-discrimination, cultural competency, language access may be required. Attached is the contract template wording that may be included in our subcontracts depending on the type of contract/services rendered.

(Optional) Please upload the Policy for centering voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of homelessness

Contract Non-Discrimination Wording.docx

(Optional) Please reference the applicable page number in the Policy.

Does your organization have other advisory bodies that provide input and recommendations around your homeless response system?

No

Are ESG-CV funds being made accessible to smaller and non-traditional organizations that have historically served communities of color but may not have previously participated formally in the CoC or be a part of the homeless provider community?

No

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Please describe the steps your CoC will take in the coming program year to ensure these funds address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, Native and Indigenous people that support the goal of making homelessness rare, brief, and non-recurring.

As outlined previously, our CoC is committed to recognizing, educating ourselves on, and addressing racial inequities within our CoC and County. The steps our CoC will take to address the organizational capacity of organizations that are led by people of color that support the goal of making homelessness rare, brief, and non-recurring in the coming program year include:

- Including this and a topic on the next CoC meeting
- Identifying organizations in our community that are led by Black, Latinx, Asian, Pacific Islander, Native and Indigenous people and assessing the organizational capacity of their organization
- Assessing the impacts of homelessness on communities of color in our CoC by completing an analysis of racial disparities in its homeless response system
- Creating policies and guidelines to include organizations that serve these communities and representatives from these communities in the decision making process
- Requiring sub-grantees to look at data to determine racial disparities in their programs
- Requiring sub-grantees to put a plan in place to address racial disparities if they exist

Section XXII. Tribal Nations

HCD is supporting grantees that prioritize partnerships with Tribal Nations to address homelessness in tribal communities.

Does your community neighbor a Tribal Nation?

Yes

Please answer the following questions to indicate how your organization and CoC are working to find solutions to homelessness within Tribal Nation land. Tribal Nations are federally recognized Native American tribes in the United States and listed in the federal register.

List of Tribal Nations:

Yocha Dehe Wintun Nation

How is your organization and the CoC assessing or identifying inequities and resource needs for Indigenous People and Tribal Nations?

Unfortunately, our CoC is not assessing or identifying inequities and resource needs for Indigenous People and Tribal Nations. This application brings to light the need for our organization to move forward and reach out to our neighboring tribal nation.

What supports is your organization and the CoC providing to organizations committed to finding solutions to homelessness within Tribal Nation land?

Indigenous organizations committed to finding solutions to homelessness within Tribal Nation land have not directly requested support from our CoC. Regardless, our CoC will complete a community-wide assessment of individuals living homeless and will reach out to tribal leadership to assess the needs of the tribe in finding solutions to homelessness within Tribal Nation land. If disparities are shown, the CoC will work in partnership with tribal leadership to find culturally appropriate interventions to address these disparities.

How is your organization and the CoC partnering with Tribal Nations to address homelessness? Check all that apply:

None of these

If none of these, please describe what steps you as the Grantee will take to build an ESG grantee-tribal partnership and support equitable ESG access and outcomes for Indigenous People on tribal lands during the coming program year:

The steps our CoC will take to build an ESG grantee-tribal partnership and support equitable ESG access and outcomes for Indigenous People on tribal lands during the coming program year include:

- Meeting with tribal leadership to assess the needs of the tribe
- Partnering with tribal leadership to determine culturally appropriate interventions to address these disparities
- Utilizing these meetings and partnership to determine what appropriate next steps for building an effective relationship would entail locally.

Section XXII. Homelessness Prevention

The Department requests that communities prioritize the sheltering and housing needs of people experiencing literal homelessness.

Are you requesting funds for Homelessness Prevention?

No

EXHIBITS F & E

Section XXIII. Coordinated Investment Planning

Please fill in the Homelessness Response Local Investment Plan Template Excel spreadsheet found in the Files tab of the Solicitation (Link) to list your community goals to address homelessness and how you will use all your available funds towards your goals.

Please upload the completed Homelessness Response Local Investment Plan Excel spreadsheet:

Homelessness Response Local Investment Plan Template_9-17-2020 FINAL.xlsx

Section XXIV - Written Standards for Providing ESG Assistance

In compliance with 24 CFR 576.400, The Department requires that Grantees establish and consistently apply written standards for providing ESG assistance. To ensure that activities being paid for with ESG-CV funds are eligible, the Grantees should evaluate the need to update written standards, as applicable, to:

- 1) Prioritize people at severe risk of contracting coronavirus for shelter and housing consistent with fair housing and nondiscrimination requirements,
- 2) Adapt coordinated entry policies and procedures to account for social distancing measures or increased demand,
- 3) Develop a strategy and recruit landlords to provide housing to people experiencing homelessness or at risk of homelessness,
- 4) Training homeless providers on infectious disease prevention and mitigation, and
- 5) Implement a non-congregate shelter strategy to reduce the spread of coronavirus.

Please check here to confirm you have read the above and agree to update written standards as needed and in accordance with any current and anticipated guidance from HUD.

I have read the above and agree to update written standards.

View Application Budget

Applications: File Attachments

Please upload your Resolution:

BOS Authorizing Resolution 20-124 - ESG-CV CARES Round 2.pdf

Upload ESG-CV Round 2 Updated Budget Worksheet

Budget - Yolo County.xlsx

Upload your Continuum of Care's Racial Equity Analysis Tool from HUD Exchange

CoC-Analysis-Tool-2.1.xlsb

Upload "Continuum of Care 2019 Outcomes by Race and Ethnicity Worksheet"

Using Stella - Continuum of Care Outcomes by Race and Ethnicity - FINAL.xlsx

(Optional) Please upload the Policy for centering voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of homelessness

Contract Non-Discrimination Wording.docx

Please upload the completed Homelessness Response Local Investment Plan Excel spreadsheet:

Homelessness Response Local Investment Plan Template_9-17-2020 FINAL.xlsx

EXHIBITS F & E

FILED

**YOLO COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 20-124
AUTHORIZING RESOLUTION**

NOV 03 2020
BY *Rupita Ramirez*
DEPUTY CLERK OF THE BOARD

A necessary quorum and majority of the supervisors, of the County of Yolo (“Applicant”) hereby consent to, adopt, and ratify the following resolutions:

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a second Notice of Funding Availability (“NOFA”) dated **October 2, 2020** under the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act which allocated federal funds for the Emergency Solutions Grants Program (the “Program” or “ESG”) to the State. These funds are referred to herein as the ESG-Coronavirus (ESG-CV) funds, and this October 2020 ESG-CV NOFA is distributing “Round 2” of the ESG-CV funding; and

WHEREAS, Applicant is an approved State ESG Administrative Entity that previously received ESG-CV funding under the initial ESG-CV NOFA dated June 1, 2020 (hereinafter referred to as “ESG-CV Round 1”); and

WHEREAS, the Department may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG-CV grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. All information submitted by Applicant on its ESG-CV Round 1 application remains true, correct, and accurate, or the Department approved in writing a change to Applicant’s ESG-CV Round 1 application. Applicant affirms its continued compliance to all of the terms and conditions of ESG-CV Round 1 application and related Standard Agreement.
2. Applicant is authorized to submit an application for ESG-CV Round 2 and be subject to the terms thereof.
3. If Applicant receives a grant of ESG-CV Round 2 funds from the Department pursuant to the above referenced ESG-CV (Round 2) NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG-CV Program, as well as any and all contracts Applicant may have with the Department.
4. In addition to its ESG-CV Round 1 grant, Applicant is now hereby authorized and directed to receive an additional ESG-CV Round 2 grant, in an amount not to exceed \$5,263,815, in accordance with all applicable rules and laws.
5. Applicant hereby agrees to use the ESG-CV funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the ESG-CV Standard

EXHIBITS F & E

Agreement, including any amendments incorporating new terms and conditions to such Standard Agreement, and other contracts between the Applicant and the Department.

6. The Chair of the Yolo County Board of Supervisors, or designee, is/are authorized to execute the ESG-CV Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG-CV grant awarded to Applicant, as the Department may deem appropriate.

7. The Director of HHSA, or designee, is authorized to prepare and sign any Department fiscal and program reports required under this Agreement.

PASSED AND ADOPTED at a regular meeting of the Yolo County Board of Supervisors this 3rd day of November, 2020 by the following vote:

AYES: Provenza, Chamberlain, Villegas, Saylor, Sandy.

NOES: None.

ABSENT: None.

ABSTENTIONS: None.

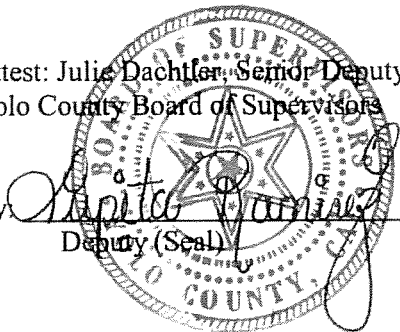


Gary Sandy, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

Approved as to Form:
Philip J. Pogledich, County Counsel

By:



Deputy (Seal)

By:

Hope P. Welton
Hope P. Welton, Senior Deputy

Pre-Award
EXHIBITS F & E

Budget Report

Passthrough Agency: California Department of Housing and Community Development
 Program: 2020 ESG-CV
 Stage: Pre-Award
 Report Date: 10/22/2020
 Requested By: Anisa Vallejo
 anisa.vallejo@yolocounty.org

Budget Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Emergency Shelter	Emergency Shelter Round 1	essential Services, Shelter Operations Round 1	0	\$0.00	\$0.00	\$285,480.00	\$0.00		\$0.00	Direct Cost
	Emergency Shelter Round 1	Indirect Costs Round 1	0	\$0.00	\$0.00	\$0.00	\$31,720.00	\$317,200.00	\$0.00	Indirect Cost
	Emergency Shelter Round 2	essential Services, Shelter Operations Round 2				\$3,088,777.00				
Emergency Shelter Total			0	\$0.00	\$0.00	\$3,374,257.00	\$31,720.00	\$317,200.00	\$0.00	\$0.00
Street Outreach	Street Outreach Round 1	Essential Services Round 1	0	\$0.00	\$0.00	\$71,370.00	\$0.00		\$0.00	Direct Cost
	Street Outreach Round 1	Indirect Round 1	0	\$0.00	\$0.00	\$0.00	\$7,930.00		\$0.00	Indirect Cost
Street Outreach Total			0	\$0.00	\$0.00	\$71,370.00	\$7,930.00	\$79,300.00	\$0.00	
Homelessness Prevention	Homelessness Prevention Round 1	Housing Relocation & Stabilization Services- Financial Assistance, Short-and Medium Term Rental Assistance Round 1	0	\$0.00	\$0.00	\$178,425.00	\$0.00		\$0.00	Direct Cost
	Homelessness Prevention Round 1	Indirect Round 1	0	\$0.00	\$0.00	\$0.00	\$19,825.00		\$0.00	Indirect Cost
Homelessness Prevention Total			0	\$0.00	\$0.00	\$178,425.00	\$19,825.00	\$198,250.00	\$0.00	
Rapid Re-Housing	Rapid Re-Housing Round 1	Housing Relocation & Stabilization Services- Financial Assistance, Short-and Medium Term Rental Assistance Round 1	0	\$0.00	\$0.00	\$178,425.00	\$0.00		\$0.00	Direct Cost
	Rapid Re-Housing Round 1	Indirect Round 1	0	\$0.00	\$0.00	\$0.00	\$19,825.00		\$0.00	Indirect Cost
Rapid Re-Housing Total			0	\$0.00	\$0.00	\$178,425.00	\$19,825.00	\$198,250.00	\$0.00	

Attachment: CoC-Analysis-Tool-2.1.xlsb
EXHIBITS F & E

This file format cannot be displayed in a PDF.

Coc Data
EXHIBITS F & E

Continuum of Care Outcomes by Race and Ethnicity Go to this link for an instructional video on how to complete this worksheet Applicant Name:	Using Stella: https://www.loom.com/share/ebeac98b99f4823a9db5c32e5ee012b [loom.com]		Coc Name, if different:		Using Stella: https://www.loom.com/share/ebeac98b99f4823a9db5c32e5ee012b [loom.com]		Coc Name, if different:										
	#	%	#	%	#	%	#	%									
Using data from Stella, please insert outcomes here from the FY18 submission:																	
Head of Households Served in Any Project Type¹																	
Served in Shelters & Transitional Housing²																	
Exiting to Permanent Housing³																	
Days Homeless⁴																	
Accessing Permanent Supportive Housing⁵																	
Returns to Homelessness⁶																	
Other Measure: _____																	
Other Measure: _____																	
Total	559	100%	290	100%	123	100%	69	100%	1	100%							
White, Non-Hispanic/Non-Latino	251	45%	147	51%	46	37%	43	62%	1	100%							
White, Hispanic/Latino	108	19%	55	19%	24	20%	8	12%	0	0%							
Black or African American	121	22%	54	19%	35	28%	9	13%	0	0%							
Asian	7	1%	4	1%	3	2%	1	1%	0	0%							
American Indian or Alaska Native	30	5%	8	3%	5	4%	6	9%	0	0%							
Native Hawaiian/Other Pacific Islander	10	2%	7	2%	4	3%	0	0%	0	0%							
Multiple Races	26	5%	12	4%	5	4%	2	3%	0	0%							
Unknown	6	1%	3	1%	1	1%	0	0%	0	0%							

EXHIBITS F & E

XIII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT (Medi-Cal MH Boilerplate)

Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations (CCR). Section 7285 et seq.).

XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS (Standard County Long Form)

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

VI. CULTURAL COMPETENCY (Medi-Cal MH Boilerplate—paragraph G is Medi-Cal specific)

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such

EXHIBITS F & E

studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

E. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

F. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

G. Language Access and Translation Requirements

1. "Threshold Language" pursuant to the Dymally-Alatorre Bilingual Services Act and "Prevalent Language" pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County's Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)
2. Contractor shall comply with the linguistic requirements included herein.
 - a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)
 - b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)
 - c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)
 - d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)
 - i. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)

EXHIBITS F & E

- ii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 CFR § 438.10(d)(3).)
- iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)
- e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

Local Investment Plan
 EXHIBITS F & E

Homelessness Response Local Investment Plan		Permanent Supportive and Service Enriched Housing (Capital / Operations / Services)		Diversion and Homelessness Prevention	
Please refer to the following for guidance and a sample plan: Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic Use the Table below to complete a Local Investment Plan for submittal with your ESG-CV2 Application. Refer to the Sample Local Investment Plan on page 11 of the Guide referenced above as an example.					
Applicant Name:		CoC Name, if different:			
County of Yolo		Davis/Woodland/Yolo County CoC			
Part 1: Summary of Investment Plan					
1. During the pandemic, lease hotels/motels for use as transitional/temporary housing during the public health emergency; support non-congregate shelters operated by community-based organizations					
2. Strengthen the homeless crisis response system and develop prevention services					
3. Increase affordable housing options for the most vulnerable					
4. Stabilize and maintain physical and behavioral health for those with the highest needs					
Part 2: Priority and Order of Use of Funding Sources					
Non-congregate Shelter/Interim Housing (Capital / Operations / Services)		Rental Assistance (Short-Term to Permanent)		Permanent Supportive and Service Enriched Housing (Capital / Operations / Services)	
Funding Source: Use and Priority #1	Funding Source: Use and Priority #1	Funding Source: Use and Priority #1	Funding Source: Use and Priority #1	Funding Source: Use and Priority #1	Funding Source: Use and Priority #1
HEAP (via HCFC)	HEAP (via HCFC)	HEAP (via HCFC)	NPLH (via HCD)	ESG-CV (via HCD)	
If Other, List:	If Other, List:	If Other, List:	If Other, List:	If Other, List:	
Funding Amount: \$21,336.00	Funding Amount: \$167,454.00	Funding Amount: \$167,454.00	Funding Amount: \$11,757,407.00	Funding Amount: \$195,000.00	
Unit of Measure: Individual	Unit of Measure: Individual	Unit of Measure: Individual	Unit of Measure: Unit	Unit of Measure: Unit	
If Other, List:	If Other, List:	If Other, List:	If Other, List:	If Other, List:	
Number Assisted: 200.00	Number Assisted: 137.00	Number Assisted: 137.00	Number Assisted: 70.00	Number Assisted: 70.00	
Deadline for Expenditure: 6/30/2021	Deadline for Expenditure: 6/30/2021	Deadline for Expenditure: 6/30/2021	Deadline for Expenditure: 1/29/2024	Deadline for Expenditure: 9/30/2022	
Funded Activity: Operations	Funded Activity: Short Term	Funded Activity: Short Term	Funded Activity: Capital	Funded Activity: Prevention	
If Other, list:	If Other, list:	If Other, list:	If Other, list:	If Other, list:	
Narrative Description (Optional):	Narrative Description (Optional):	Narrative Description (Optional):	Narrative Description (Optional):	Narrative Description (Optional):	
Funding Source: Use and Priority #2	Funding Source: Use and Priority #2	Funding Source: Use and Priority #2	Funding Source: Use and Priority #2	Funding Source: Use and Priority #2	Funding Source: Use and Priority #2
HEAP (via HCFC)	ESG (via HUD)	ESG (via HUD)	CalWORKS HSP (via CDSS)	HHAP (via HCFC)	
If Other, List:	If Other, List:	If Other, List:	If Other, List:	If Other, List:	
Funding Amount: 688047	Funding Amount: 138654	Funding Amount: 138654	Funding Amount: \$2,492,048.00	Funding Amount: \$20,000.00	
Unit of Measure: Individual	Unit of Measure: Individual	Unit of Measure: Individual	Unit of Measure: Household	Unit of Measure: Household	
If Other, List:	If Other, List:	If Other, List:	If Other, List:	If Other, List:	
Number Assisted: 85	Number Assisted: 85	Number Assisted: 85	Number Assisted: 100.00	Number Assisted: 29.00	
Deadline for Expenditure: 6/30/2021	Deadline for Expenditure: 6/30/2021	Deadline for Expenditure: 6/30/2021	Deadline for Expenditure: 6/31/2021	Deadline for Expenditure: 6/30/2025	
Funded Activity: Capital	Funded Activity: Short Term	Funded Activity: Short Term	Funded Activity: Services	Funded Activity: Prevention	
If Other, list:	If Other, list:	If Other, list:	If Other, list:	If Other, list:	
Narrative Description (Optional):	Narrative Description (Optional):	Narrative Description (Optional):	Narrative Description (Optional):	Narrative Description (Optional):	
Funding Source: Use and Priority #3	Funding Source: Use and Priority #3	Funding Source: Use and Priority #3	Funding Source: Use and Priority #3	Funding Source: Use and Priority #3	Funding Source: Use and Priority #3
ESG-CV (via HCD)	ESG-CV (via HCD)	ESG-CV (via HCD)	HEAP (via HCFC)	HEAP (via HCFC)	
Funding Source:	Funding Source:	Funding Source:	Funding Source:	Funding Source:	

Local Investment Plan
 EXHIBITS F & E

if Other, List: Funding Amount: Unit of Measure: if Other, List: Number Assisted: Deadline for Expenditure: Funded Activity: if Other, list: Narrative Description (Optional):	if Other, List: Funding Amount: Unit of Measure: if Other, List: Number Assisted: Deadline for Expenditure: Funded Activity: if Other, list: Narrative Description (Optional):	if Other, List: Funding Amount: Unit of Measure: if Other, List: Number Assisted: Deadline for Expenditure: Funded Activity: if Other, list: Narrative Description (Optional):	if Other, List: Funding Amount: Unit of Measure: if Other, List: Number Assisted: Deadline for Expenditure: Funded Activity: if Other, list: Narrative Description (Optional):	if Other, List: Funding Amount: Unit of Measure: if Other, List: Number Assisted: Deadline for Expenditure: Funded Activity: if Other, list: Narrative Description (Optional):
\$305,000.00 Individual 9/30/2022 Operations Short Term Narrative Description (Optional):	\$215,000.00 Unit 9/30/2022 Operations Short Term Narrative Description (Optional):	\$198,900.00 Unit 12.00 6/30/2021 Operations Narrative Description (Optional):	\$158,651.93 Individual 60.00 6/30/2025 Services Narrative Description (Optional):	\$200,000.00 Individual 24.00 6/30/2025 Services Narrative Description (Optional):
\$169,750.00 Bed 44.00 6/30/2025 Capital Narrative Description (Optional):	\$53,609.00 Unit 3.00 9/30/2025 Short Term Narrative Description (Optional):	\$65,300.15 Individual 400.00 6/30/2025 Services Narrative Description (Optional):	\$53,609.00 Unit 27 9/30/2025 Narrative Description (Optional):	\$53,609.00 Unit 27 9/30/2025 Narrative Description (Optional):
\$305,000.00 Individual 9/30/2022 Operations Short Term Narrative Description (Optional):	\$215,000.00 Unit 9/30/2022 Operations Short Term Narrative Description (Optional):	\$198,900.00 Unit 12.00 6/30/2021 Operations Narrative Description (Optional):	\$158,651.93 Individual 60.00 6/30/2025 Services Narrative Description (Optional):	\$200,000.00 Individual 24.00 6/30/2025 Services Narrative Description (Optional):
\$305,000.00 Individual 9/30/2022 Operations Short Term Narrative Description (Optional):	\$215,000.00 Unit 9/30/2022 Operations Short Term Narrative Description (Optional):	\$198,900.00 Unit 12.00 6/30/2021 Operations Narrative Description (Optional):	\$158,651.93 Individual 60.00 6/30/2025 Services Narrative Description (Optional):	\$200,000.00 Individual 24.00 6/30/2025 Services Narrative Description (Optional):

Profile: anisa.vallejo@yolocounty.org

EXHIBITS F & E

Applicant Information

Linked Applicant

anisa.vallejo@yolocounty.org

First Name

Anisa

Last Name

Vallejo

Email

anisa.vallejo@yolocounty.org

Title

HHSa Program Coordinator

Company

County of Yolo

Company Website

City

Woodland

State

California

Organization Name

County of Yolo

Federal Employer Identification Number (FEIN)

94600054

Data Universal Numbering System (DUNS)

073770646

Authorized Representative

Ian Evans

Business/Finance Representative

Josh Iverson

Organization Address

Address

137 N Cottonwood Street

Address 2

City

Woodland

State

California

County

Yolo

CoC Service Area

Davis/Woodland/Yolo County

Zip
95695

EXHIBITS F & E

Phone
530-661-2629

Fax

Phone Extension

Applications CV1: Yolo County ESG-CV 2020 Application
EXHIBITS F & E**Award Number**

20-ESGCV1-00035

PO Number**EXHIBIT E**

Federal Emergency Solutions Grants Program 2020 ESG-CV Application

Applications CV2

Yolo County CoC ESG-CV Round 2 Application

Profile

anisa.vallejo@yolocounty.org

Application Title

Yolo County ESG-CV 2020 Application

This application is subject to the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted March 27, 2020 and the Emergency Solutions Grants (ESG) Program federal regulations established by the U.S. Department of Housing and Urban Development (HUD) 24 Code of Federal Regulations (CFR), Parts 91 and 576, and subject to any waivers issued by HUD.

Please read the ESG 2020 Coronavirus Notice of Funding Availability (NOFA), as well as the CARES Act and federal regulations cited above.

Application Submittal: The Department will be accepting applications through the eCivis Grants Management System portal beginning the week of June 1, 2020. Applications and required documentation must be received by HCD no later than 5:00 p.m. Pacific Standard Daylight Time on Monday, July 20, 2020; however earlier applications are highly encouraged. Any applications received after this time, will not be accepted.

All HCD funding decisions are final.

Resources

Provided below is a list of all the Regulations referenced in this Application:

- Emergency Solutions Grant Program Webpage
<https://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml>
- Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
<https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf>
- Executive Order N-66-20 issued May 29, 2020
<https://www.gov.ca.gov/wp-content/uploads/2020/05/5.29.20-EO-N-66-20.pdf>
- 24 CFR 576
<https://www.govinfo.gov/app/details/CFR-2012-title24-vol3/CFR-2012-title24-vol3-part576>
- 2 CFR 200
<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>
- 24 CFR 91
<https://www.govinfo.gov/app/details/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part91>
- US Code Title 18 Section 1001-1002
<https://www.govinfo.gov/app/details/USCODE-2010-title18/USCODE-2010-title18-part1-chap47-sec1001>
- US Code Title 31 Section 3729-3730
<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap37-subchapIII-sec3729>
- US Code Title 31 Section 3801-3812
<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap38-sec3801>

Section I - Applicant Name

NOTE: Name of Applicant must be the same as stated in the Board Resolution and Payee Data Record or Government TIN Form

Applicant Name

County of Yolo

EXHIBITS F & E

Is the Applicant a non-profit?

No

Section II - Subrecipient Awards

Please provide a letter describing the provider selection process you have used or will use and certifying that the process meets the requirements outlined in the NOFA.

Provider Selection Process Letter

ESG-CV Selection Process Letter - FINAL_REVISED 7.27.20.pdf

Section III - Legislative Contacts

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application. To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

California State Assembly

California State Senate

US House of Representatives

Applicant Office Location

State Assembly Member

District Number

4

First Name

Cecilia

Last Name

Aguiar-Curry

State Senate Member

District Number

3

First Name

Bill

Last Name

Dodd

U.S. House of Representatives

District Number

3

First Name

John

Last Name

Garamendi

Do you have activities located outside the applicant office location?

No

Section IV - Duplication of Benefit

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources to the extent that the amount that exceeds the need for a particular funding need. The amount of duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary. Once selected, subrecipients will be required to report on Duplication of Benefit metrics such as types of funding sources received, amounts received, expected persons served and actual persons served. Additional guidance is to be provided by the Department of Housing and Urban Development (HUD) as to the implementation and best practices of DOB tracking.

Please check here to confirm you have read the above and agree to monitor subrecipients for DOB in accordance with any current and anticipated guidance from HUD and to provide requested DOB tracking data to HCD.

Agree

Section V - Certification of Indirect Costs

Please complete and upload the Certification of Indirect Costs Form located in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq

Certification of Indirect Costs

Certification of Indirect Costs - FINAL.pdf

Section VI - Payee Data Record, Government TIN Form and Applicant Verification Form

Applicants that are a unit of local government must submit a Government TIN Form with the Application Package.

Applicants that are not a unit of local government must submit a Payee Data Record Form, STD 204 with the Application Package.

All applicants must complete the Applicant Name Verification Form with the Application Package.

Please find the forms referenced above in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq

Payee Data Record Form or Government TIN Form

Yolo County TIN Form - FINAL.pdf

Applicant Name Verification Form

Applicant Name Verification Form - FINAL_REVISED 7.27.20.pdf

Section VII - Governing Board Resolution

Please refer to the "Resolution Template" and "Tips for an Approved Resolution" located in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq

Authorized Resolution

ESG-CV_Yolo County Resolution - FINAL_REVISED 7.30.20.pdf

Section VIII - Applicant Compliance Certification

Please complete, sign and upload the Applicant Compliance Certification Form located in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq

Applicant Compliance Certification

Applicant Compliance Certification - FINAL_REVISED 07.27.20.pdf

Section IX - CoC Designation of Administrative Entity to Administer Funds

If the Continuum of Care is designating an Administrative Entity to apply for and administer the funding, please provide name and contact information for the Authorized CoC Representative below and complete, sign and upload the Designation of Administrative Entity form.

Form is located in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq

EXHIBITS F & E

CoC Authorized Representative First Name

Ryan

CoC Authorized Representative Last Name

Collins

Title

Coalition Chair

Phone Number

5309794561

Email Address

RCollins@cityofdavis.org

Designation of Administrative Entity

Designation of Administrative Entity - FINAL_REVISIED 7.27.20.pdf

Section X - Additional Information

Emergency Shelter Renovation Costs

Do you intend to use any of the Emergency Shelter funding for major rehabilitation or renovation in excess of \$2,000? If so, an estimate from an engineer or architect is required to substantiate the cost.

No

Audit and Monitoring Status

Are all single audit findings cleared or in remediation?

Yes

Upload your most current single audit, if applicable

Single Audit Report - FINAL.pdf

Are all program monitoring findings cleared or in remediation?

Yes

Have any Department of Housing and Community Development monitoring findings been resolved or is there an approved remediation plan in effect? If you have not been monitored in the last five years, select N/A. If you are unsure if your prior findings have been resolved please contact your program representative.

Are you in compliance with all existing HCD award agreements?

Yes

Do you have any overdue Annual Performance Reports?

No

Section XI

Amount Requested

Budget Worksheet

The Budget and Goals pages must be completed before submitting your application. If you have not already done so, then click "Save Draft" and access the Application Budget and Goals table below this window. You can return at a later time to finish and save this form before finally submitting.

Have you completed and submitted your budget worksheet?

Yes

Have you completed your projected outcomes within the Goals worksheet?

Yes

HCD is working to determine how best to allocate future issuances of ESG-CV funding. Please provide a rough estimate of the amount of additional ESG-CV your CoC Service Area could utilize for ESG-CV eligible activities (including major rehabilitation and renovation under the Emergency Shelter eligible activity) by the July 30, 2022 expenditure deadline.

5,000,000

Please briefly describe how you would utilize the amount of additional ESG-CV funds provided above.

Our CoC service area could use an additional \$4,000,000 to \$5,000,000 to be used for housing the most vulnerable population in non-congregate shelter. During our participation in Project Roomkey expenses were totaling approximately \$1,000,000 a month to provide hotel rooms, food, security, laundry, and case management services to individuals experiencing homelessness. The funds would also be used to connect individuals to permanent housing and mitigate the impact of expected job losses by providing rental assistance and security deposit assistance.

Are you applying for ESG-CV2 funds?

Using HUD CoC Racial Equity Analysis Tool (version 2.1) , please complete the following chart to indicate how your community's racial demographics compare to demographics of those within your homeless response system.

of Reviews

1

of Denials

0

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/2E054711-0BFC-4946-BA54-8113B27D7DC7>

View Application Goals

<https://portal.ecivis.com/#/peerGoals/06A17A76-62A3-4006-8DA3-CAEAE91F00C5>

Original Submission Date (for re-submissions)

07/20/2020

Applications CV1: File Attachments

Provider Selection Process Letter

ESG-CV Selection Process Letter - FINAL_REVISED 7.27.20.pdf

Certification of Indirect Costs

Certification of Indirect Costs - FINAL.pdf

Payee Data Record Form or Government TIN Form

Yolo County TIN Form - FINAL.pdf

Applicant Name Verification Form

Applicant Name Verification Form - FINAL_REVISED 7.27.20.pdf

Authorized Resolution

ESG-CV_Yolo County Resolution - FINAL_REVISED 7.30.20.pdf

Applicant Compliance Certification

Applicant Compliance Certification - FINAL_REVISED 07.27.20.pdf

Designation of Administrative Entity

Designation of Administrative Entity - FINAL_REVISED 7.27.20.pdf

Upload your most current single audit, if applicable

Single Audit Report - FINAL.pdf

EXHIBITS F & E

To Whom it May Concern:

As the Director of the Yolo County Health and Human Services Agency I am writing as an authorized signatory for the County of Yolo's Emergency Solutions Grant Program – Coronavirus application. I am providing this letter to meet the requirement of describing the local provider selection process and certifying that the process meets the requirements outlined in the NOFA.

The provider selection process includes the following aspects:

- Communication of funding available – a local Notice of Funding will provide grant information and application instructions. This information will be posted on the Yolo County Homeless and Poverty Coalition (HPAC) website and distributed via email to its members.
- Notice of Intent to Apply – all applicants must express their intent to apply
- A Selection Subcommittee – subcommittee members will consist of 5-10 representatives from non-conflicted member agencies who will independently score each applicant. The subcommittee will also meet and interview each applicant before determining their recommendations to HPAC.
- HPAC Vote – the committee's final grant award recommendations are presented to HPAC and voted on.

I certify that the process meets the following requirements as outlined in the NOFA:

- Is a fair and open process that avoids conflicts of interest
- Follows the procurement requirements of 2 CFR 200, 24 CFR Part 84
- Evaluates provider capacity and experience, including the ability to deliver services in non-entitlement areas
- Evaluates eligibility and quality of services, including adherence to Core Practices pursuant to the Standard Agreement
- Utilizes data and considers community input to identify unmet needs
- Prioritizes activities that address the highest unmet need, considering other available funding and systemwide performance measures
- Considers project-level performance measures when evaluating proposals
- Collaborates with the local COC

Sincerely,



Karen Larsen
Director
County of Yolo Health & Human Services Agency

Certification of Indirect Costs

Rev. 02/2021

Yes

Will the applicant's selected provider seek reimbursement for indirect costs for the 2020 ESG funds?

I certify under penalty of perjury that:

(1) to the best of my knowledge and belief that the form is true, complete, and accurate, an the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the ESG program. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

(2) if the applicant will seek reimbursement for any indirect costs, the applicant must:

A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4,

B. Certify that the applicant and/or any subcontractor seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414, and

C. Maintain records including evidence of the Modified Total Direct Cost (MTDC) (2 CFR 200.68) calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

I further certify that I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds that may include immediate repayment of all federal or State funds received. I understand that the information submitted is subject to verification by federal or State personnel as part of compliance monitoring.

CERTIFICATION OF INDIRECT COSTS

The signee to this certification must be the Authorized Representative named in the Resolution

Karen Larsen

Director



07/16/2020

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

State of California

Financial Information System for California (FI\$Cal) EXHIBITS F & E

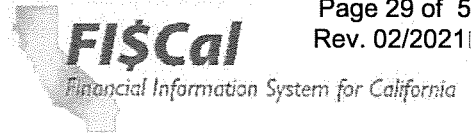
GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name: County of Yolo

Remit-To Address (Street or PO Box): PO Box 1268

City: Woodland State: CA Zip Code+4: 95695-1268

Government Type: [] City [x] County [] Special District [] Federal [] Other (Specify) [] Federal Employer Identification Number (FEIN): 94-6000548

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name: [] Complete Address: []

Dept/Division/Unit Name: [] Complete Address: []

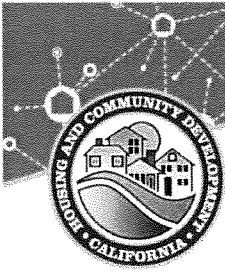
Dept/Division/Unit Name: [] Complete Address: []

Dept/Division/Unit Name: [] Complete Address: []

Contact Person: Chad Rinde Title: Chief Financial Officer

Phone number: (530) 666-8050 E-mail address: chad.rinde@yolocounty.org

Signature: [Handwritten Signature] Date: []



Emergency Solutions Grants (ESG) Program

APPLICANT NAME VERIFICATION FORM

Your Applicant Name must be stated consistently and exactly match the applicant name as stated in your application and all required supporting documents submitted with your application.

Please complete and submit the Applicant Name Verification Form with your application. Review all the applicable documents listed below before submitting your application to ensure your Applicant Name as it appears on your application form exactly matches the applicant name as stated on all required supporting documents.

Please enter your Applicant Name as stated on the following documents:

I. ESG Application Forms: County of Yolo
Applicant Name (All Applicants)

II. Authorized Resolution: County of Yolo
Applicant Name (All Applicants)

III. Government Agency Taxpayer ID Form: County of Yolo
Applicant Name (City and County Applicants only)

IV. Bylaws: _____
Applicant Name (Nonprofits, including Nonprofit Developers)

V. Article of Incorporation: _____
Applicant Name (Nonprofits and Developers)

VI. Payee Data Record: _____
Applicant Name (Nonprofits and Developers)

JUL 13 2020

EXHIBITS F & E

RESOLUTION NO. 20-73

BY *Apita Ramirez*
DEPUTY CLERK OF THE BOARD

(Resolution Authorizing Acceptance of the Davis/Woodland/Yolo County Allocation Award under the California Department of Housing and Community Development for Coronavirus Aid, Relief, and Economic Security Act Funding through its Emergency Solutions Grants Program)

WHEREAS, on or about March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act to prevent, prepare for, or respond to COVID-19; and

WHEREAS, on or about June 1, 2020 the State of California (“State”) Department of Housing and Community Development (“DHCD”) issued a Notice of Funding Availability (“NOFA”) under the CARES Act allocation to the Emergency Solutions Grants (“ESG”) Program (“Program”) for ESG-Coronavirus (“ESG-CV”) funds; and

WHEREAS, DHCD may approve funding allocations for the Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between DHCD and Program grant recipients; and

WHEREAS, the Davis, Woodland/Yolo County Continuum of Care (“CoC”) is an eligible jurisdiction mentioned in the NOFA dated June 1, 2020; and

WHEREAS, on June 24, 2020 the CoC voted to make County of Yolo (“County”) the Administrative Entity for the ESG-CV Grant Program;

NOW, THEREFORE, BE IT RESOLVED THAT:


1. County is hereby authorized and directed to accept this ESG-CV allocation award (“Award”) as detailed in the NOFA and grant application, as well as any subsequent amendments or supplemental allocations under the Award, to a maximum amount of \$2,000,000, in accordance with applicable state law.
2. The Director of the Yolo County Health and Human Services Agency (“HHSA”), or designee, is authorized to act on behalf of County in connection with the ESG-CV Award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the Program allocation, for the period of July 1, 2020 through September 30, 2022, and all supplements and amendments thereto, to a maximum amount of \$2,000,000.
3. The Director of HHSA, or designee, is authorized to prepare and sign any DHCD fiscal and program reports required under this Award.
4. County shall be subject to the terms and conditions specified in the Award, and County will use the Award funds in accordance with the NOFA, other applicable rules and laws, the Award, any other contracts County may have with DHCD, and any and all CARES and Program requirements.

///

EXHIBITS F & E


PASSED AND ADOPTED at a regular meeting of the Yolo County Board of Supervisors
this 7th day of July 2020 by the following vote:

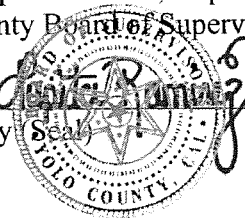
AYES: Provenza, Chamberlain, Villegas, Saylor, Sandy.
NOES: None.
ABSENT: None.
ABSTENTION: None.



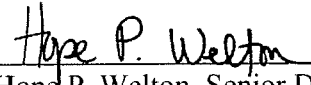
Gary Sandy, Chair
Yolo County Board of Supervisors

Attest: Lupita Ramirez, Deputy Clerk
Yolo County Board of Supervisors

By: 


Deputy Seal 

Approved as to Form:
Philip J. Pogledich, County Counsel

By: 

Hope P. Welton, Senior Deputy

Applicant Compliance Certification

On behalf of	County of Yolo			Rev. 02/2021
I certify that funding recommendations being made for use of ESG-CV funds meet federal ESG requirements outlined in the NOFA and pursuant to 24 CFR parts 91 and 576 and the Coronavirus Aid, Relief and Economic Security Act Enacted March 27, 2020.				
The CoC will use a process that meets the following requirements:				
A.	Is fair and open, and avoids conflicts of interest in project selection, implementation, and the administration of funds.			
B.	Complies with the Core Practice requirements outlined in the Standard Agreement.			
C.	Incorporates the performance standards set forth in the Department's Annual Action Plan.			
D.	Complies with federal ESG.			
E.	Considers any other practices promoted or required by HUD.			
APPLICANT COMPLIANCE CERTIFICATION				
Karen Larsen PRINTED NAME OF AUTHORIZED REPRESENTATIVE	Director TITLE	 AUTHORIZED REPRESENTATIVE SIGNATURE	07/27/2020 DATE	

EXHIBITS F & E

Designation of Administrative Entity

By signing below, the Continuum of Care (CoC) Representative certifies that is designated by the CoC to apply for and administer 2020 ESG-CV Round I funds.

Certification of AE Designation to Administer Funds

Title


CoC Authorized Representative Signature

Date

EXHIBITS F & E



COUNTY OF YOLO, CALIFORNIA
JUNE 30, 2019

SINGLE AUDIT REPORT

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EXHIBITS F & E

COUNTY OF YOLO, CALIFORNIA

SINGLE AUDIT REPORT

JUNE 30, 2019

EXHIBITS F & E

COUNTY OF YOLO, CALIFORNIA

SINGLE AUDIT REPORT

JUNE 30, 2019

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EXHIBITS F & E



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Board of Supervisors
County of Yolo, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Yolo, California, (the County) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 20, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control that we consider to be significant deficiencies, as described in the accompanying schedule of financial statement findings as items 2019-001 through 2019-003.



EXHIBITS F & E

To the Honorable Board of Supervisors
County of Yolo, California

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

County's Response to Findings

The County's response to the findings identified in our audit was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Lance, Soll & Lunghard, LLP".

Sacramento, California
December 20, 2019

EXHIBITS F & E



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE AND SUPPLEMENTAL SCHEDULES OF
CALIFORNIA DEPARTEMENT OF COMMUNITY SERVICES AND DEVELOPMENT

To the Honorable Board of Supervisors
County of Yolo, California

Report on Compliance for Each Major Federal Program

We have audited the County of Yolo (the County), California's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2019. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.



EXHIBITS F & E

To the Honorable Board of Supervisors
County of Yolo, California

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2019-004. Our opinion on each major federal program is not modified with respect to these matters.

The County's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we did identify a certain deficiency in internal control over compliance, described in the accompanying schedule of findings and questioned costs as item 2019-004, that we consider to be a significant deficiency.

The County's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



EXHIBITS F & E

To the Honorable Board of Supervisors
County of Yolo, California

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance and Supplemental Schedules of California Department of Community Services and Development

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated December 20, 2019, which contained unmodified opinions on those financial statements. Our report includes reference to other auditors who audited the financial statements of the First 5 Yolo County Children and Families Commission as described in our report on the County's financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. The Supplemental Schedules of California Department of Community Services and Development is presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and the supplemental schedules of the California Department of Community Services and Development are fairly stated in all material respects in relation to the basic financial statements as a whole.

Lance, Soll & Loughard, LLP

Sacramento, California

March 16, 2020 (Except for the Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance and Supplemental Schedules of California Department of Community Services and Development which is dated December 20, 2019)

COUNTY OF YOLO

EXHIBITS F & E

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Federal CFDA Number</i>	<i>Pass-Through Entity Identifying Number</i>	<i>Passed-Through to Subrecipients</i>	<i>Total Federal Expenditures</i>
SNAP Cluster				
Department of Agriculture Direct Programs:				
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	N/A	\$ -	\$ 293,461
Department of Agriculture Pass-Through Programs from:				
State of California Department of Social Services State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	61-367-3185	-	4,727,995
Subtotal - CFDA 10.561			-	5,021,456
Total Department of Agriculture Programs			-	5,021,456
Total SNAP Cluster			-	5,021,456
Child Nutrition Cluster				
Department of Agriculture Pass-Through Programs from:				
State of California Department of Education National School Lunch Program	10.555	80-748-0843	-	45,679
Total Department of Agriculture Programs			-	45,679
Total Child Nutrition Cluster			-	45,679
477 Cluster				
Department of Health and Human Services Pass-Through Programs from:				
State of California Department of Community Services Community Services Block Grant	93.569	92-957-8268	247,827	342,774
Total Department of Health and Human Services Programs			247,827	342,774
Total 477 Cluster			247,827	342,774
WIOA Cluster				
Department of Labor Pass-Through Programs from:				
State of California Department of Employment Development WIOA Adult Program	17.258	61-421-5531	-	924,241
WIOA Youth Activities	17.259	61-421-5531	455,476	931,025
WIOA Dislocated Worker Formula Grants	17.278	61-421-55-31	-	455,092
Total Department of Labor Programs			455,476	2,310,358
Total WIOA Cluster			455,476	2,310,358
Highway Planning and Construction Cluster				
Department of Transportation Pass-Through Programs from:				
State of California Department of Transportation Highway Planning and Construction	20.205	13-525-3776	-	5,183,749
Total Department of Transportation Programs			-	5,183,749
Total Highway Planning and Construction Cluster			-	5,183,749
Highway Safety Cluster				
Department of Transportation Pass-Through Programs from:				
State of California Office of Traffic Safety State and Community Highway Safety	20.600	96-505-3908	-	7,391
National Priority Safety Programs	20.616	96-505-3908	-	294,130
Total Department of Transportation Programs			-	301,521
Total Highway Safety Cluster			-	301,521
TANF Cluster				
Department of Health and Human Services Pass-Through Programs from:				
State of California Department of Social Services Temporary Assistance for Needy Families (TANF) State Programs	93.558	61-637-3185	1,292,101	13,678,236
Total Department of Health and Human Services Programs			1,292,101	13,678,236
Total TANF Cluster			1,292,101	13,678,236

COUNTY OF YOLO

EXHIBITS F & E

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Federal CFDA Number</i>	<i>Pass-Through Entity Identifying Number</i>	<i>Passed-Through to Subrecipients</i>	<i>Total Federal Expenditures</i>
Medicaid Cluster *				
Department of Health and Human Services Pass-Through Programs from:				
State of California Department of Health Care Services Medical Assistance Program	93.778	79-652-8263	-	7,218,343
State of California Department of Social Services Medical Assistance Program	93.778	61-367-3185	-	691,904
State of California Department of Public Health Medical Assistance Program	93.778	79-915-0615	-	401,987
Subtotal - CFDA 93.778			-	8,312,234
Total Department of Health and Human Services Programs			-	8,312,234
Total Medicaid Cluster			-	8,312,234
Disability Insurance/SSI Cluster				
Social Security Administration Direct Programs:				
Supplemental Security Income (SSI)	96.006	N/A	-	20,800
Total Social Security Administration Programs			-	20,800
Total Disability Insurance/SSI Cluster			-	20,800
Other Programs				
Department of Agriculture Pass-Through Programs from:				
State of California Department of Food and Agriculture Plant and Animal Disease, Pest Control, and Animal Care	10.025	82-656-2076	-	150,583
State of California Department of Public Health WIC Special Supplemental Nutrition Program for Women, Infants and Children *	10.557	79-915-0615	-	1,483,400
Total Department of Agriculture Programs			-	1,633,983
Department of Housing and Urban Development Pass-Through Programs from:				
State of California Department of Housing and Community Development Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii *	14.228	55-654-8071	-	1,043,298
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii - Beginning Loan Balance *	14.228	55-654-8071	-	1,254,781
Subtotal - CFDA 14.228			-	2,298,079
Home Investment Partnerships Program - Beginning Loan Balance	14.239	55-654-8071	-	9,414,965
Total Department of Housing and Urban Development Programs			-	11,713,044
Department of Justice Direct Programs:				
State Criminal Alien Assistance Program	16.606	N/A	-	75,633
Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision Program	16.828	N/A	-	104,435
Department of Justice Pass-Through Programs from:				
State of California Department of Corrections and Rehabilitation Crime Victim Assistance	16.575	84-744-5165	280,858	1,028,544
State of California Governor's Office of Emergency Services Violence Against Women Formula Grants	16.588	62-423-4894	-	27,684
Board of State and Community Corrections Edward Byrne Memorial Justice Assistance Grant	16.738	94-909-5731	-	35,102
Total Department of Justice Programs			280,858	1,271,398
Department of Transportation Direct Programs:				
Airport Improvement Program	20.106	N/A	-	129,590
Total Department of Transportation Programs			-	129,590

The accompanying notes are an integral part of this schedule.

COUNTY OF YOLO

EXHIBITS F & E

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Federal CFDA Number</i>	<i>Pass-Through Entity Identifying Number</i>	<i>Passed-Through to Subrecipients</i>	<i>Total Federal Expenditures</i>
Institute of Museum and Library Services Pass-Through Programs from: California State Library Grants to States	45.310	93-755-8120	-	22,807
Total Institute of Museum and Library Services Programs			-	22,807
Department of Health and Human Services Direct Programs: Substance Abuse and Mental Health Services Projects of Regional and National Significance Unaccompanied Alien Children Program *	93.243 93.676	N/A N/A	- -	488,862 5,139,332
Department of Health and Human Services Pass-Through Programs from: California Department of Public Health Public Health Emergency Preparedness Project Grants and Cooperative Agreements for Tuberculosis Control Programs Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Levels in Children Immunization Cooperative Agreements Maternal, Infant and Early Childhood Home Visiting Grant National Bioterrorism Hospital Preparedness Program Maternal and Child Health Services Block Grant to the States	93.069 93.116 93.197 93.268 93.870 93.889 93.994	79-915-0615 79-915-0615 79-915-0615 79-915-0615 79-915-0615 79-915-0615 79-915-0615	- - - - - - -	193,240 31,206 76,978 77,381 366,661 168,703 125,489
State of California Department of Social Services Guardianship Assistance Promoting Safe and Stable Families Refugee and Entrant Assistance State/Replacement Designee Administered Programs Stephanie Tubbs Jones Child Welfare Services Program Foster Care Title IV-E Adoption Assistance Social Services Block Grant * John H. Chafee Foster Care Program for Successful Transition to Adulthood	93.090 93.556 93.566 93.645 93.658 93.659 93.667 93.674	61-367-3185 61-367-3185 61-367-3185 61-367-3185 61-367-3185 61-367-3185 61-367-3185 61-367-3185	- - - - - - - -	2,934 154,835 45,566 121,087 8,320,092 4,937,555 1,305,466 58,271
State of California Department of Child Support Services Child Support Enforcement	93.563	96-753-9755	-	3,547,960
State of California Department of Health Care Services Projects for Assistance in Transition from Homelessness (PATH) Children's Health Insurance Program Block Grants for Community Mental Health Services Block Grants for Prevention and Treatment of Substance Abuse	93.150 93.767 93.958 93.959	79-652-8263 79-652-8263 79-652-8263 79-652-8263	- - - -	32,123 146,338 256,534 767,217
Yolo County Office of Education Head Start	93.600	19-321-3188	-	3,380
State of California Governor's Office of Emergency Services Children's Justice Grants to States Total Department of Health and Human Services Programs	93.643	62-423-4894	-	58,276 26,425,486
Department of Homeland Security Pass-Through Programs from: State of California Department of Boating and Waterways Boating Safety Financial Assistance	97.012	80-832-2366	-	145,664
State of California Governor's Office of Emergency Services Disaster Grants - Public Assistance (Presidentially Declared Disasters) Emergency Management Performance Grants Homeland Security Grant Program Total Department of Homeland Security Programs	97.036 97.042 97.067	62-423-4894 62-423-4894 62-423-4894	- - -	4,297 290,440 199,734 640,135
Total Other Programs			280,858	41,836,443
Total Expenditures of Federal Awards			\$ 2,276,262	\$ 77,053,250

* Major Program

¹ There were no federal awards expended in the form of noncash assistance and insurance in effect during the fiscal year.

COUNTY OF YOLO

EXHIBITS F & E

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019****Note 1: Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the County of Yolo, California (the "County") under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County.

Note 2: Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized, as applicable, under the cost principles in contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The County has elected not to use the 10-percent de minimis indirect costs rate allowed under the Uniform Guidance.

Note 3: Medicaid Cluster

Except for Medi-Cal administrative expenditures, Medicaid (Medi-Cal) and Medicare program expenditures are excluded from the Schedule. These expenditures represent fees for services; therefore, neither is considered a federal award program of the County for purposes of the Schedule or in determining major programs. The County assists the State of California in determining eligibility and provides Medi-Cal and Medicare services through County-owned health facilities. Medi-Cal administrative expenditures are included in the Schedule as they do not represent fees for services.

Note 4: Loan Programs

The following schedule presents the amount of outstanding loans receivable by CFDA number. All loans with continuing compliance requirements are included on the accompanying Schedule. Loans outstanding at the beginning of the year and loans made during the year are included in the federal expenditures presented on the Schedule.

The balance of loans outstanding at June 30, 2019, consists of:

CFDA No.	Federal Program	Outstanding Loans at June 30, 2019
14.228	Community Development Block Grants/ State's Program and Non-Entitlement Grants in Hawaii	\$ 8,699,964
14.239	Home Investments Partnerships Program	1,839,617
	Total	<u>\$ 10,539,581</u>

EXHIBITS F & E

COUNTY OF YOLO

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified Opinion

Internal control over financial reporting:

- Significant deficiencies identified? yes none reported
- Material weaknesses identified? yes no
- Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Significant deficiencies identified? yes none reported
- Material weaknesses identified? yes no

Type of auditors' report issued on compliance for major programs: Unmodified Opinion

Any audit findings related to major programs disclosed that are required to be reported in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards* (Uniform Guidance)? yes no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
10.557	WIC Special Supplemental Nutrition Program for Women, Infants, and Children
14.228	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
93.667	Social Services Block Grant
93.676	Unaccompanied Alien Children Program
93.778	Medicaid Cluster

Dollar threshold used to distinguish between type A and type B program \$2,311,597

Auditee qualified as low-risk auditee? yes no

COUNTY OF YOLO

EXHIBITS F & E

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

SECTION II - FINANCIAL STATEMENT FINDINGS***Timely Bank Reconciliations***
*Significant Deficiency***Reference Number:** 2019-001**Condition:**

As a result of our test work over the County's bank reconciliations, we noted the County was not performing bank reconciliations in a timely manner. The July 2018 through June 2019 bank reconciliations were not performed in a timely matter. The County subsequently completed all monthly reconciliations for fiscal year 2019 prior to the completion of the financial statement audit.

Criteria:

Bank and investment reconciliations help to create stronger internal control, whereby accountability over cash assets is greatly enhanced. Bank and investment reconciliations help to safeguard cash by detecting errors on the part of the bank, trustee and the County when recording activities in accounts.

Cause of Condition:

The County did not perform reconciliations on a timely basis due to transition to US Bank during the year and an increased volume of reconciliations was needed during that transition.

Effect or Potential Effect of Condition:

The lack of timely bank reconciliations could cause errors or theft to go undetected for longer periods of time. Accurate records will ensure County staff are more informed and allow them to make better financial decisions.

Recommendation:

We recommend the County implement procedures to ensure bank reconciliations are performed timely on a monthly basis.

Management's Response and Corrective Action:

The County's Cash Accounting Manual requires all accounts to be reconciled on a monthly basis. The County Treasury Division is updating due dates and monitoring processes to ensure each monthly bank reconciliation is completed timely. Additionally, procedures will contain escalation procedures of how to bring any future delays to the attention of senior management. We expect these procedures to be implemented by April 30, 2020.

COUNTY OF YOLO

EXHIBITS F & E

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

Segregation of Duties Within the Financial System
Significant Deficiency**Reference Number:** 2019-002**Condition:**

As a result of our audit procedures, we noted certain areas of the County's financial system (INFOR) where clear segregation of duties do not appear to be in place in order to prevent unauthorized transactions, error or fraud. To maintain proper segregation of duties, no single employee should have complete control over all components of a transaction. Such areas were found in the County's procurement and disbursement modules within INFOR, including the vendor Masterfile, processes surrounding change order approval, and bypassing of approval by the Department of Financial Services (DFS).

Criteria:

Government Auditing Standards note that management is responsible for implementing systems designed to achieve compliance with applicable laws and regulations; and for establishing and maintaining internal control to help ensure that appropriate goals and objectives are met; using resources efficiently, economically, effectively, and equitably, and safeguarding resources; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. A proper segregation of duties should include different employees performing the initiation, recording, approval of the transactions and custody of assets.

Cause of Condition:

The County has not implemented policies and procedures to ensure that segregation of duties is maintained within all areas of the financial system.

Effect or Potential Effect of Condition:

The County's internal control systems are weakened, and proper safeguards are not in place to prevent error or fraud.

Recommendation:

We recommend that the County assess the access levels of employees within the financial system (INFOR) to ensure that proper segregation of duties is maintained in all business areas. A continual process for monitoring segregation of duty risks within the financial system should be implemented and maintained by the County.

Management's Response and Corrective Action:

The County has a year-end review process to review access levels and look for segregation of duties and access issues in the INFOR financial system. The Department of Financial Services will coordinate with the Information Technology division to strengthen this process to review for incompatible roles in the system. This will be implemented as part of the June 30, 2020 year-end process. In order to address the more specific concerns, the ability to modify and maintain the Accounts Payable Vendor File was moved from the Accounting Division to the Procurement Division in October 2019 to further segregate this function. In addition, access to initiate change orders by departments outside the Financial Services department was removed in November 2018.

COUNTY OF YOLO

EXHIBITS F & E

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

*Estimates Used in Calculation of Landfill Closure & Post-Closure Costs
Significant Deficiency*

Reference Number: 2019-003

Condition:

As a result of our test work over the County's estimate of its landfill closure and post-closure cost liability, we noted that the County incorrectly included cumulative costs incurred related to previously closed waste management units. Updated plans submitted to the California Department of Resources Recycling and Recovery excluded previously closed units, and therefore should have excluded the related cumulative costs incurred from the calculation of the liability.

Criteria:

The County is required to submit regular closure and post-closure maintenance plan cost estimates as well as an annual report to the California Department of Resources Recycling and Recovery in accordance with the requirements set forth in the California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 6. Figures in these reports are used in the County's annual estimate of its landfill closure and post-closure cost liability, which is reduced by any cumulative costs incurred related to the liability, per each waste management unit. Only cumulative costs related to waste management units included in the plan are allowed to reduce the liability.

Cause of Condition:

The County did not perform a detailed review of the annual calculation of the landfill closure and post-closure cost liability during year-end closing procedures.

Effect or Potential Effect of Condition:

The improper inclusion of certain cumulative costs incurred resulted in an understatement of the landfill closure and post-closure cost liability by approximately \$3.8 million.

Recommendation:

We recommend the County implement procedures to ensure proper detailed review of the annual calculation of its landfill closure and post-closure cost liability.

Management's Response and Corrective Action:

The County Department of Financial Services will ensure that a detailed review of the landfill closure and post-closure liability occurs annually. The Accounting Division of the Department of Financial Services will carefully review the liability annually in coordination with the Integrated Waste Management Division of the Department of Community Services to ensure only applicable paid expenditures reduce the closure and post-closure liability to ensure accurate reporting.

COUNTY OF YOLO

EXHIBITS F & E

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS***Reporting******Significant Deficiency/Instance of Noncompliance*****Reference Number:** 2019-004**Federal Award Information:**

CFDA Number: 93.676

Program Title: Unaccompanied Alien Children Program

Federal Award Number: 90ZU0171

Federal Award Year(s): 2018; 2019

Name of Federal Agency: U.S. Department Health and Human Services

Criteria or Specific Requirement:

According to Title 45 – Public Welfare, Subtitle A – Department of Health and Human Service, Subchapter A–General Administration, Part 75—Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart D–Post Federal Award Requirements (Title 45 CFR Part 75.342.1), quarterly reports must be submitted 30 calendar days after the reporting period end date.

Condition:

The SF-425 Federal Financial report for period end date March 31, 2019 had a submission deadline of April 30, 2019, however the report was not submitted until August 31, 2019.

Cause of the Condition:

The late reports submission was due to Department oversight due to personnel turnover; new staff were not initially aware of the reporting requirements.

Effect or Possible Effect:

The County did not submit the required reports in a timely manner.

Questioned Costs:

No questioned costs were identified (\$0).

Context

As the SF-425 Federal Financial Reports are submitted on a quarterly basis, the total population of reports during the audit period was four (4). The audit examined a sample of two (2) reports.

Repeat Finding:

This is a new finding for the fiscal year ended June 30, 2019.

Recommendation:

We recommend that the County implement a system to ensure that all required reporting deadlines are tracked and required submissions are made timely.

Management's Response and Corrective Action:

A tracking system that identifies all required reporting deadlines for the Probation departments grants has been implemented so that timelines can be tracked, and reports can be submitted on time. Deadlines are reviewed during regular department check-in with staff so that timelines can be met. The finding in this particular case will not be repeated because this program ended January 31, 2020 and will no longer require report submission.

CHAD RINDE, CPA
Chief Financial Officer
TOM HAYNES
Assistant Chief Financial Officer



County of Yolo

EXHIBITS F & E

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- Treasury & Finance
- Tax & Revenue Collection

- Financial Systems Oversight
- Accounting & Financial Reporting
- Internal Audit
- Procurement

SUMMARY OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS FOR THE FISCAL YEAR ENDED JUNE 30, 2018

SECTION I - FINANCIAL STATEMENT FINDINGS

Reference Number: 2018-001

This finding has been partially corrected, but is repeated for the fiscal year ended June 30, 2019, as Reference Number 2019-001 in the Schedule of Findings and Questioned Costs.

Corrective Action:

The County's Cash Accounting Manual requires all accounts to be reconciled on a monthly basis. The County Treasury Division is updating due dates and monitoring processes to ensure each monthly bank reconciliation is completed timely. Additionally, procedures will contain escalation procedures of how to bring any future delays to the attention of senior management. We expect these procedures to be implemented by April 30, 2020.

Reference Number: 2018-002

This finding has been corrected and is considered to be resolved as of June 30, 2019.

Reference Number: 2018-003

This finding has been partially corrected, but is repeated for the fiscal year ended June 30, 2019, as Reference Number 2019-002 in the Schedule of Findings and Questioned Costs.

Corrective Action:

The County has a year-end review process to review access levels and look for segregation of duties and access issues in the INFOR financial system. The Department of Financial Services will coordinate with the Information Technology division to strengthen this process to review for incompatible roles in the system. This will be implemented as part of the June 30, 2020 year-end process. In order to address the more specific concerns, the ability to modify and maintain the Accounts Payable Vendor File was moved from the Accounting Division to the Procurement Division in October 2019 to further segregate this function. In addition, access to initiate change orders by departments outside the Financial Services department was removed in November 2018.

Reference Number: 2018-004

This finding has been corrected and is considered to be resolved as of June 30, 2019.

SECTION II - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Reference Number: 2018-005

This finding has been corrected and is considered to be resolved as of June 30, 2019.

ASSURANCE OF ACCOUNTABILITY

COUNTY OF YOLO

EXHIBITS F & E

**SUPPLEMENTAL SCHEDULE OF CALIFORNIA DEPARTMENT
OF COMMUNITY SERVICES AND DEVELOPMENT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

Supplemental Statement of Revenue and Expenditures
CSD Contract No. 18F-5052 (CSBG - \$297,957)
For The Period January 1, 2018 through December 31, 2018: Extended to May 31, 2019

	January 1, 2018 through June 30, 2018	July 1, 2018 through May 31, 2019	Total Reported	Total Budget
Revenue				
Grant revenue	\$ 153,989	\$ 143,968	\$ 297,957	\$ 297,957
Expenditures				
Administration:				
Salaries and wages	\$ 3,118	\$ 7,423	\$ 10,541	\$ 10,541
Fringe benefits	1,661	5,067	6,728	6,728
Operating expenses	1,117	-	1,117	1,117
Equipment	-	1,015	1,015	1,015
Other costs	1,573	2,139	3,712	3,712
Subtotal Administrative Costs	7,469	15,644	23,113	23,113
Program Costs:				
Salaries and wages	\$ 18,840	\$ 5,787	\$ 24,627	\$ 24,627
Fringe benefits	4,350	5,614	9,964	9,964
Subcontractor services	103,096	106,904	210,000	210,000
Other costs	20,234	10,019	30,253	30,253
Subtotal Program Costs	146,520	128,324	274,844	274,844
Total Expenditures	\$ 153,989	\$ 143,968	\$ 297,957	\$ 297,957

COUNTY OF YOLO

EXHIBITS F & E

**SUPPLEMENTAL SCHEDULE OF CALIFORNIA DEPARTMENT
OF COMMUNITY SERVICES AND DEVELOPMENT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

Supplemental Statement of Revenue and Expenditures
CSD Contract No. 18F-5052 Discretionary (CSBG - \$35,000)
For The Period January 1, 2018 through December 31, 2018: Extended to May 31, 2019

	January 1, 2018 through May 31, 2019	Total Reported	Total Budget
<u>Revenue</u>			
Grant revenue	\$ 21,991	\$ 21,991	\$ 35,000
<u>Expenditures</u>			
Program Costs:			
Subcontractor services	\$ 35,000	\$ 35,000	\$ 35,000
Total Expenditures	\$ 35,000	\$ 35,000	\$ 35,000

COUNTY OF YOLO

EXHIBITS F & E

**SUPPLEMENTAL SCHEDULE OF CALIFORNIA DEPARTMENT
OF COMMUNITY SERVICES AND DEVELOPMENT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**Supplemental Statement of Revenue and Expenditures
CSD Contract No.19F-4052 (CSBG - \$294,566)
For The Period January 1, 2019 through December 31, 2019

	January 1, 2019 through June 30, 2019	Total Reported	Total Budget
<u>Revenue</u>			
Grant revenue	\$ 163,806	\$ 163,806	\$ 294,566
<u>Expenditures</u>			
Administration:			
Salaries and wages	\$ 3,602	\$ 3,602	\$ 4,870
Fringe benefits	2,443	2,443	2,040
Operating expenses	1,337	1,337	1,200
Equipment	-	-	1,000
Other costs	1,358	1,358	3,973
Subtotal Administrative Costs	8,740	8,740	13,083
Program Costs:			
Salaries and wages	\$ 5,887	\$ 5,887	\$ 16,202
Fringe benefits	3,784	3,784	6,528
Subcontractor services	105,923	105,923	210,000
Other costs	39,472	39,472	48,753
Subtotal Program Costs	155,066	155,066	281,483
Total Costs	\$ 163,806	\$ 163,806	\$ 294,566