


SUBAWARD INFORMATION

Subrecipient Legal Name:	Yolo County Children's Alliance		
Subaward Project Title:	Homeless Services		
Subaward Project Period:	Start:	January 1, 2022	End: December 31, 2022
At the County's option, this Agreement may be extended for one (1) additional twelve (12) month period on the same terms and conditions as set forth in this Agreement upon written notice to the Sub-Recipient by the County.			
Amount Funded:	\$100,000		
Federal Awarding Agency:	Department of Community Services and Development Community Services Block Grant (CSBG)	Federal Award Number:	N/A
CFDA Number:	93.569	CFDA Title:	CSBG

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 – Budget Information
Attachment 7 – Insurance Requirements
Attachment 8 – HIPAA Compliance
Attachment 9 – Performance Measures

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.

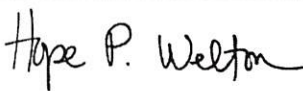
SUBRECIPIENT

Signature of Authorized Official:		Date Signed:	12/20/2021
Authorized Official Name:	Jeneba Lahai		
Authorized Official Title:	Executive Director, Yolo County Children's Alliance		

COUNTY OF YOLO

Signature of Authorized Official:	DocuSigned by: <i>Ryan Pistoichini</i> 02079E3CA5B846F...	Date Signed:	12/21/2021
Authorized Official Name:	Ryan Pistoichini		
Authorized Official Title:	Procurement Manager, Department of Financial Services		

Signature of Director:		Date Signed:	12/21/2021
Name:	Karen Larsen, Director Health and Human Services Agency		

Signature of County Counsel:		Date Signed:	12/20/2021
Name:	Hope P. Welton, Senior Deputy		

ATTACHMENT 1 – SUBAWARD TERMS AND CONDITIONS

1. Option Year

The County may exercise its option to extend the term of the Agreement Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. Should the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/Calendar Year (OY/CY)	Revised Agreement Expiration Date Per OY/CY	Maximum Increased Funding Amount Per OY/CY	Revised Agreement Lifetime Maximum Per OY/CY
OY/CY 2022-23	On or before December 31, 2023	Less than or equal to \$100,000	Less than or equal to \$200,000

In no event shall the term of the Agreement extend beyond **December 31, 2023** nor shall the total contract maximum exceed the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

2. Payment provisions:

Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the County agrees to process payments in accordance with this Subaward and 2 CFR 200.305. 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. Invoices and questions concerning invoice receipt or payments shall be directed to the County's Financial Contact, as shown in Attachment 3A.

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.

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.

3. 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.

The County may issue non-substantive changes to the Project Period and budget unilaterally. 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.

4. 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.

5. 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.

6. 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 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.

7. Certification Regarding Lobbying (2 CFR 200.450)

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.

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.

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.

8. 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.

9. Audit and Access to Records

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.

If 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.

10. 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.

11. 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.

12. 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.

13. 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>

14. 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.

ATTACHMENT 2 – GENERAL TERMS AND CONDITIONS

1. 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, its 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Confidentiality

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. All documents and information developed under this Subaward and all work products, reports, and related data and materials shall become the property of the County. Subrecipient shall deliver all of the foregoing to the County upon completion of the services hereunder, or upon earlier termination of this Subaward. In addition, Subrecipient shall retain all of its own records regarding this Subaward and the services provided hereunder for a period of not less than four (4) years from the end of the Subaward, and shall make them available to County for audit and discovery purposes.

8. 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. This Subaward, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

9. 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:	530-379-3756
Administrative Contact:	Anisa Vallejo		
Email:	Anisa.Vallejo@yolocounty.org	Telephone Number:	530-379-3756
COI Contact Email:	procurement@yolocounty.org		
Financial Contact:	Lucy Chavez		
Email:	Lucy.Chavez@yolocounty.org	Telephone Number:	530-661-2797
Email Invoices:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Invoice Email (if different):	HHSA.accountspayable@yolocounty.org
Authorized Official:	Ryan Pistochini, Procurement Manager		
Email:	Ryan.Pistochini@yolocounty.org	Telephone Number:	530-666-8218
Administrative Address:			
Name:	Yolo County Health and Human Services Agency		
Address:	137 N. Cottonwood Street Woodland, CA 95695		
Grant Project Manager Address:			
Name:	Anisa Vallejo, HHS A Program Coordinator		
Address:	Health & Human Services Agency 25 N. Cottonwood Street Woodland, CA 95695		
Invoice Address:			
Name:	Yolo County Health and Human Services Agency		
Address:	Attn: Accounts Payable Unit 137 N. Cottonwood Street Woodland, CA 95695		

ATTACHMENT 4 - REPORTS

Subrecipient agrees to submit the following reports:

1. Technical

- Monthly technical/progress report will be submitted to the County's Grant Project Manager Contact within 30 days after the end of the month.
- Quarterly technical/progress report will be submitted to the County's Grant Project Manager Contact within 30 days after the end of each project quarter.
- Annual technical/progress report will be submitted 30 days before the end of the budget period to the County's Grant Project Manager Contact. Such report shall also include a detailed budget for the next budget period, and if applicable updated support for key personnel
- A Final technical/progress report will be submitted to the County's Grant Project Manager Contact within 60 days after the end of the period of performance.
- Technical/progress report as may be required by the County's Grant Project Manager Contact in order for the County to satisfy its reporting obligations to the Federal Awarding Agency.

2. Other

- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by County Federal Award:
- Subrecipient shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Subrecipient shall make these data and reports available to the County, as specified in Attachment 9, Performance Measures.

Submit the Performance Outcome Measures electronically via email to the Grant Project Manager listed in Attachment 3A.

- Employee Subcontractor Sub-subrecipient Verification Report:

Subrecipient shall verify prior to hire, subcontracting, or sub-subawarding that all of Subrecipient's employees, subcontractors, and sub-subrecipients are eligible to participate and or receive funds under this Subaward pursuant to all applicable state and federal rules. Subrecipient shall maintain documentation of verification on file and provide such documentation to County upon request.

- Practitioner Information Report:

1. NPI/License List. Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Yolo County Health and Human Services Agency. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.
2. Practitioner ID Request Form. A complete Practitioner ID Request Form, which is available on the Yolo County website, must be provided for all personnel for the first month of this Subaward, and thereafter, for new personnel immediately upon hire or changed information. Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license

and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

3. Contract Expenditure Reports

Mid-Year Report: This includes the total contract expenditures for the period of January 1 through June 30 and year-to-date information on actual expenditures and revenues. To be submitted by July 31st.

End of Year Report: This includes contract expenditures for the period of January 1 through December 31 and year end information on actual expenditures and revenues. To be submitted by January 31st.

Submit the Contract Expenditures reports electronically via email to: submitted to County's Financial Contact, as shown in Attachment 3A

Cumulative Costs Report
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.

4. Fiscal Year Annual Reports

Annual Training Report

This report summarizes all training provided to Subrecipient's staff and all outreach training performed by Subrecipient's staff. Due date: January 31, following the completion of a calendar year

Aggregated Staff and Volunteer Ethnicity Survey

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report. Due date: November 30, following the completion of a fiscal year

Equipment Report (If applicable, see Attachment II, section 4.)

Due date: January 31, following the completion of a calendar year

Certified Audited Financial Reports (If applicable, see Attachment I, section 16)

Due date: January 31, following the completion of next calendar year If the Agreement expires or is terminated before December 31 of this calendar year, then the Certified Audited Financial Reports are due, no later than forty-five (45) days from the date of the expiration or termination.

All annual reports, with the exception of the Certified Audited Financial Reports, shall be sent electronically via email to the County Financial Contact in Attachment 3A.

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. Purpose

To improve the lives of low-income persons who are unstably housed or experiencing homelessness in Yolo County by securing permanent housing placements, increasing non-cash benefits, and increasing income.

II. Services

A. Sub-Recipient shall provide the following:

1. Housing and homeless case management services in Yolo County.
2. Serve as a Point of Entry for low-income persons requiring such services, with a special focus on West Sacramento.
3. Work collaboratively with the County and community partners to provide supportive services.

B. The Housing and Homeless Services (HHS) program will assist clients in:

1. Finding and keeping safe, decent, affordable housing
2. Housing navigation
3. Provide supportive services to assist in maintenance of permanent housing
4. Increase of non-cash benefits (i.e. Cal-Fresh, Medi-Cal)
5. Increase access to income and expense offsets (i.e. WIC, reduced utility programs, cash tax credits)
6. Eviction prevention assistance
7. Assistance with rental application fees, housing and utility deposits
8. Transportation in the form of bus vouchers
9. Transitional/bridge housing assistance in the form of motel vouchers
10. Provide “warm hand-offs” to other community resources as needed
11. Rental application completion, including coaching on gathering needed information and how to complete forms and present selves to landlords and property managers

C. Sub-Recipient shall also develop and maintain trusting relationships with landlords and property managers providing affordable housing in Yolo County, especially those who are flexible with tenants that may have poor credit histories.

D. Utilize Salesforce software for follow up with case management tasks with clients

E. Participate in HPAC, HMIS user meetings and other community collaboratives and coalitions for the purpose of strengthening the community’s response including the sharing of information and resources, and in the development of formal and informal working relationships with other community partners

- F. Implement programs using culturally proficient practices including recruitment of staff reflecting the community served and participation and training in cultural sensitivity**
- G. Hire, train and retain staff to comply with all screening, assessment of individuals including use of data collection tools and software**
- III. Sub-Recipient shall utilize the CoC's Homeless Management Information System (HMIS) to track all clients. Clients data at assessment, intake, status update, and exit will be entered within five (5) business days. Reports will be generated from HMIS to determine program outcomes.**
- IV. Sub-Recipient shall comply with the Continuum of Care's Written Standards and participates in the Coordinated Entry process. The HHS Program Rules, Policies, and Procedures will be made available upon request.**
- V. Sub-Recipient shall comply with all federal and state CSBG reporting requirements. The program will also comply with all local reporting requirements, including required quarterly performance measure reports utilizing the results-based accountability (RBA) model provided in Attachment 9, Performance Measures.**

ATTACHMENT 6 – BUDGET INFORMATION

Below or Attached - 2 pages

I. Budget

Subrecipient has submitted this budget and shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Subaward. Amendments to the budget to increase, decrease or shift the allocation of funds between cost items, must be mutually agreed upon in writing. Unused funds from a previous calendar year may be rolled over into a future calendar year without an amendment.

Yolo County Children's Alliance	
CSBG Services	
Cost Items	Calendar Year 2022 January 1, 2022 through December 31, 2022
1 a. Personnel (Salary, Benefits, and Payroll Taxes)	\$75,000
b. Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 1a)	\$7,500
2 Operating Costs	\$2,500
3 Direct to Client	\$15,000
4 Total	\$100,000

Yolo County Children's Alliance	
CSBG Services	
Cost Items	Optional Calendar Year 2023 January 1, 2023 through December 31, 2023
1 a. Personnel (Salary, Benefits, and Payroll Taxes)	\$75,000
b. Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 1a)	\$7,500
2 Operating Costs	\$2,500
3 Direct to Client	\$15,000
4 Total	\$100,000

II. Method of Payment

- A. 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. Invoices and questions concerning invoice receipt or payments shall be directed to the County's Financial Contact, as shown in Attachment 3A.

- B. Subrecipient shall submit such invoices for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Any invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.
- C. Invoices for payment may be submitted to the County in an electronic format at to the email listed in as listed in Attachment 3A. All invoices shall be submitted with any required supporting documentation in a format in compliance with this Subaward. If an invoice contains confidential, sensitive, or protected information, the invoice and supporting documentation must be encrypted for transmission.
- D. Invoices, with any required supporting documentation, may also be submitted via US Postal Service mail addressed as listed in Attachment 3A.
- E. The County agrees to process payments in accordance with this Subaward and 2 CFR 200.305. County shall authorize payment to Subrecipient within forty-five (45) days of the receipt of Contractor's appropriate invoice, required reports, and any further documentation requested by the County for purposes of this Subaward.
- F. In the event that the Subrecipient fails to comply with any provision of this Subaward, County may withhold payment otherwise due Subrecipient pursuant to this Subaward or any other agreement between Subrecipient and County until such noncompliance has been corrected.
- G. Late invoices submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Subrecipient, may be approved by the Director for payment if permitted under the award from CSD.

III. Disallowances and Recoupment

- A. County will demand repayment from Subrecipient for compensation made to the Subrecipient should any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
- B. Any such disallowance related to the current term of 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.
- C. Any such disallowance related to the prior terms of this Subaward or any other agreement between Subrecipient and County 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 Subaward or any other agreement between Subrecipient and County.
- D. In the event that the aggregated payment otherwise due Subrecipient pursuant to 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.

- IV.** Any other provision of this Subaward notwithstanding, because this Subaward is funded by federal and state funds, the County's obligation to compensate Subrecipient pursuant to this Subaward is contingent upon, and subject to, the State's receipt of such funding from the federal government, and the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the state or federal governments, upon such receipt and payment.
- V.** Subrecipient shall use the funds provided by County exclusively for the purposes of performing the services required by this Subaward. No funds provided by County pursuant to this Subaward shall be used for any political activity or political contribution.
- VI.** Subrecipient shall hold harmless the State and clients should the County does not pay for services in accordance with this Subaward.

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 comprehensive 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.** Comprehensive 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 noncontributory 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.

ATTACHMENT 8 - HIPAA Compliance

Below or Attached - 2 pages

1. Subrecipient shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the "Privacy Rule" and "Security Rule." Terms used but not otherwise defined in this Subaward shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
2. Except as otherwise limited in this Subaward, Subrecipient may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Subaward, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
3. Subrecipient shall not use or further disclose Protected Health Information other than as permitted or required by this Subaward or as required by law.
4. Subrecipient shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Subaward.
5. Subrecipient shall report to the County any use or disclosure of the Protected Health Information not provided for by this Subaward.
6. Subrecipient shall mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of Protected Health Information by Subrecipient in violation of the requirements of this Subaward.
7. Subrecipient shall ensure that any agent, including a subcontractor or sub-subrecipient, to whom it provides Protected Health Information received from, or created or received by Subrecipient on behalf of the County agrees to the same restrictions and conditions that apply through this Subaward to Subrecipient with respect to such information.
8. Subrecipient shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
9. Subrecipient shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
10. Subrecipient shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
11. Subrecipient shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- 12.** Subrecipient shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Subrecipient on behalf of, the County available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- 13.** Subrecipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.
- 14.** Subrecipient shall ensure that any agent, including a subrecipient, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- 15.** Subrecipient shall report to the County any security incident of which it becomes aware.
 - A.** Except as provided in subparagraph (B) of this section, upon termination of this Subaward for any reason, Subrecipient shall return or destroy all Protected Health Information received from the County or created or received by Subrecipient on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of sub-subrecipients or agents of Subrecipient. Subrecipient, its agents and sub-subrecipients shall retain no copies of the Protected Health Information.
 - B.** In the event that Subrecipient determines that returning or destroying the Protected Health Information is infeasible, Subrecipient shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Subrecipient shall extend the protections of this Subaward to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Subrecipient, or any of its agents or sub-Subrecipients, maintains such Protected Health Information.
 - C.** The respective rights and obligations of Subrecipient concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Subaward.
- 16.** The Parties agree to take such action as is necessary to amend this Subaward from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.
- 17.** Subrecipient agrees to take all other necessary steps to the extent required by state or federal privacy laws, whether in currently place or enacted at a future date.

ATTACHMENT 9 – PERFORMANCE MEASURES

 Below or Attached - 2 page

Homeless Services	Yolo County Children’s Alliance	Jeneba Lahai
Program Purpose	To improve the lives of low-income persons who are unstably housed or experiencing homelessness in Yolo County by securing permanent housing placements, increasing non-cash benefits, and increasing income.	
PM1: How much did we do?		
1.1	Participants Served: # of participants provided housing related case management Goal: 120 per year	
1.2	Participants Served: # of the participants receiving case management, number who received a housing related referral or resource Goal: 100	
1.3	Participants Served: # of the participants receiving case management, number who receive a referral or resource for increasing their income (WIC, utility reduction program, tax credit assistance, etc.) Goal: 24 (20%)	
PM2: How well did we do it?		
2.1	Length of Time – Average length of time from program intake to placement in permanent housing, in days Goal: Less than 120 days	
PM3: Is anyone better off?		
3.1	Permanent Housing: % of participants receiving case management who exit to permanent housing Goal: 96 (80%)	
3.2	Increase Benefits: % of participants receiving case management who increased and/or maintained their non-cash benefits including CalFresh and Medi-Cal Goal: 96 (80%)	
3.3	Increase Income: % of participants receiving case management who increased their total income Goal: 18 (15%)	

Report from providers will be due to HHSA as follows:**Quarterly Reports:** Performance Measure Reports as shown above

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

Annual Report: Modules 2 through 4 Initiatives required by the California Department of Community Services & Development. HHSA will provide additional details and a reporting template for the relevant indicators by the month prior to the due date.

- January 20 – For January – December of the prior year