

STANDARD AGREEMENT

GRANT (NEW) (AMENDED)

This Agreement is entered into between the State Agency and the Grantee named below:

AGENCY California Department of Social Services (State/CDSS)	GRANT NUMBER EE-YOLO-21-23
GRANTEE Yolo County Health and Human Services Agency	GRANTEE I.D. NUMBER

I. **THE PARTIES** mutually agree and understand that this Agreement is a legally binding document, inuring to the benefit of the public that is authorized pursuant to Section 18953.5 of the Welfare and Institutions Code. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this agreement.

If Amended

Exhibit A - Scope of Work	5 Page(s)	<input type="checkbox"/>
Exhibit B - Budget Detail Narrative	4 Page(s)	<input type="checkbox"/>
Exhibit C - Terms and Conditions	16 Page(s)	<input type="checkbox"/>
Exhibit D - Signature Designee	1 Page(s)	<input type="checkbox"/>
Exhibit E - Anti-Discrimination Policy	2 Page(s)	<input type="checkbox"/>
Exhibit F - Department/Suspension/Federal Revenue Certifications	1 Page(s)	<input type="checkbox"/>
Exhibit G - Drug-Free Workplace	2 Page(s)	<input type="checkbox"/>
Exhibit H - Confidentiality Requirements	14 Page(s)	<input type="checkbox"/>
Exhibit I - Other (specify) _____	_____ Page(s)	<input type="checkbox"/>


II. **TERMS**

The term of this Agreement shall be from 07/01/2021 through 06/30/2023.
Date Date

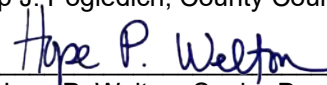
III. **MAXIMUM AMOUNT PAYABLE**

The maximum amount payable under this Agreement shall not exceed (enter both numerals and text) \$ \$150,000.00,
 one hundred fifty thousand _____ dollars.

IN WITNESS WHEREOF, this agreement has been executed when signed by all parties hereto.

STATE OF CALIFORNIA		GRANTEE	
AGENCY California Department of Social Services		GRANTEE (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) Yolo County Health and Human Services Agency	
BY: (AUTHORIZED SIGNATURE)  Jen Troia, Chief Deputy Director for Kim Johnson		BY: (AUTHORIZED SIGNATURE) X	
PRINTED NAME OF PERSON SIGNING Kim Johnson	DATE 12/16/21	PRINTED NAME OF PERSON SIGNING Angel Barajas, Chair	DATE
TITLE Director		ADDRESS 137 N. Cottonwood St.	
		CITY, STATE, ZIP Woodland, CA 95695	

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

By: 
 Hope P. Welton, Senior Deputy

DOCUMENT B

BUDGET DETAIL TEMPLATE

AGREEMENT #:		NAME OF AGREEMENT:			FISCAL YEAR:
EE-YOLO-21-23		Yolo County Health and Human Services Agency			2021-22
CATEGORY & LINE ITEM DESCRIPTIONS	FULL BASE SALARY	FULL FRINGE BENEFITS	SALARY & BENEFITS COMBINED	% OF TIME ON PROJECT	ANNUAL PROJECT SALARY
Personnel (Salaries & Benefits)					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
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			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal Personnel (Salaries & Benefits)					\$ -
Program Expenses					
Cash Benefit Payments to Families					\$ 75,000.00
Subtotal Program Expenses					\$ 75,000.00
Subcontractors					
Subtotal Subcontractors (excluded from Indirect rate)					\$ -
Operating Expenses					
Subtotal Operating Expenses					\$ -
Subtotal Direct Cost					\$ 75,000.00
Indirect Expenses*					\$ -
GRAND TOTALS					\$ 75,000.00

*Indirect Expenses may not exceed 10% of Subtotal Direct Costs, excluding subcontractor expenses

DOCUMENT B

NARRATIVE BUDGET TEMPLATE

AGREEMENT #:	NAME OF AGREEMENT:	FISCAL YEAR:
EE-YOLO-21-23	Yolo County Health and Human Services Agency	2021-2022
CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE Provide a description of each line item.	ANNUAL PROJECT SALARY
Personnel (Salaries & Benefits)		
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
Subtotal Personnel (Salaries & Benefits)		\$ -
Program Expenses		
Cash Benefit Payments to Families	All funds will go to program participants as their monthly uniform basic income assistance payment. The total of \$150,000 (\$75,000 per fiscal year) is estimated to serve approximately 10 families at the average cost per family of \$15,262 over 12 months.	\$ 75,000
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
Subtotal Program Expenses		\$ 75,000
Subcontractors (excluded from Indirect rate)		
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
Subtotal Subcontractors (excluded from Indirect rate)		\$ -
Operating Expenses		
0		\$ -
0		\$ -
0		\$ -
0		\$ -

0		\$	-
0		\$	-
0		\$	-
0		\$	-
0		\$	-
Subtotal Operating Expenses		\$	-
Subtotal Direct Cost		\$	75,000.00
Indirect Expenses*		\$	-
GRAND TOTALS		\$	75,000.00

*Indirect Expenses may not exceed 10% of Subtotal Direct Costs, excluding subcontractor expenses

DOCUMENT B

BUDGET DETAIL TEMPLATE

AGREEMENT #: EE-YOLO-21-23 NAME OF AGREEMENT: Yolo County Health and Human Services Agency FISCAL YEAR: 2022-23

CATEGORY & LINE ITEM DESCRIPTIONS	FULL BASE SALARY	FULL FRINGE BENEFITS	SALARY & BENEFITS COMBINED	% OF TIME ON PROJECT	ANNUAL PROJECT SALARY
Personnel (Salaries & Benefits)					
			\$ -		\$ -
			\$ -		\$ -
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			\$ -		\$ -
			\$ -		\$ -
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			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal Personnel (Salaries & Benefits)					\$ -
Program Expenses					
Cash Benefit Payments to Families					\$ 75,000.00
Subtotal Program Expenses					\$ 75,000.00
Subcontractors					
Subtotal Subcontractors (excluded from Indirect rate)					\$ -
Operating Expenses					
Subtotal Operating Expenses					\$ -
Subtotal Direct Cost					\$ 75,000.00
Indirect Expenses*					\$ -
GRAND TOTALS					\$ 75,000.00

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DOCUMENT B

NARRATIVE BUDGET TEMPLATE

AGREEMENT #:	NAME OF AGREEMENT:	FISCAL YEAR:
EE-YOLO-21-23	Yolo County Health and Human Services Agency	2022-23
CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE Provide a description of each line item.	ANNUAL PROJECT SALARY
Personnel (Salaries & Benefits)		
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
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0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
Subtotal Personnel (Salaries & Benefits)		\$ -
Program Expenses		
Cash Benefit Payments to Families	All funds will go to program participants as their monthly uniform basic income assistance payment. The total of \$150,000 (\$75,000 per fiscal year) is estimated to serve approximately 10 families at the average cost per family of \$15,262 over 12 months.	\$ 75,000
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
Subtotal Program Expenses		\$ 75,000
Subcontractors (excluded from Indirect rate)		
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
Subtotal Subcontractors (excluded from Indirect rate)		\$ -
Operating Expenses		
0		\$ -
0		\$ -
0		\$ -
0		\$ -

0		\$ -
0		\$ -
0		\$ -
0		\$ -
0		\$ -
Subtotal Operating Expenses		\$ -
Subtotal Direct Cost		\$ 75,000.00
Indirect Expenses*		\$ -
GRAND TOTALS		\$ 75,000.00

*Indirect Expenses may not exceed 10% of Subtotal Direct Costs, excluding subcontractor expenses

EXHIBIT A SCOPE OF WORK

Recipient: Yolo County Health and Human Services Agency

Grant Number: EE-YOLO-21-23

Scope of Work

The Recipient shall work toward achieving the following goals and will accomplish the following objectives by performing the specified activities and evaluating the results as described. There is no minimum number of activities and deliverables required. *(Use your tab key to move to the next field.)*

Goal 1:

Implement a universal basic income pilot program for families to improve long-term financial stability and reduce instances of child maltreatment.

Objective <i>(What are we trying to achieve?)</i>	Activities <i>(What strategies to implement objective?)</i>	Deliverables <i>(Outputs)</i>	Measure <i>(How will we measure success?)</i>	Timeline <i>(When?)</i>
1. Target and enroll 62 low income families in a universal basic income pilot program.	1.1. Identify qualified pilot program participants from existing CalWORKS Housing Support Program (HSP) program clients. 1.2. Conduct orientation with participants on program requirements and any risks to current benefits. 1.3. Establish personal goals of participants. 1.4. Measure impact of a pilot program with participants that identify with a racial or ethnic minority group.	1.1.a. Finalized list of program participant demographics and established goals to the Office of Child Abuse Prevention (OCAP)	1.1.i. # of low-income, housing insecure families with children under five years of age participating in the pilot program. 1.1.ii % of pilot participants that identify with a racial or ethnic minority group.	1. 7/1/2021-12/31/2021 (6 months)

Recipient: Yolo County Health and Human Services Agency
 Grant Number: EE-YOLO-21-23

Scope of Work

The Recipient shall work toward achieving the following goals and will accomplish the following objectives by performing the specified activities and evaluating the results as described. There is no minimum number of activities and deliverables required. *(Use your tab key to move to the next field.)*

Goal:

Implement a universal basic income pilot program for families to improve long-term financial stability and reduce instances of child maltreatment.

Objective <i>(What are we trying to achieve?)</i>	Activities <i>(What strategies to implement objective?)</i>	Deliverables <i>(Outputs)</i>	Measure <i>(How will we measure success?)</i>	Timeline <i>(When?)</i>
2.Collaborate with stakeholders to provide financial training and child abuse prevention services via a home visiting model and voluntary wrap around services.	2.1. Establish steering committee of external partners and stakeholders for quarterly advisement and coordination. 2.2. Conduct monthly home visits on financial training and parent education courses. 2.3. Partner with local service providers for the provision of voluntary wrap around services.	2.2.a. Quarterly progress reports on pilot program including home visits and services provided to OCAP	2.2.i. # and % of families that completed financial training and received child abuse and prevention services. 2.2.ii. Number of home visits per family in pilot 2.2.iii. # and % of families that indicated increased financial literacy	2. 9/31/2021 - 6/31/2023

Recipient: Yolo County Health and Human Services Agency
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Scope of Work

The Recipient shall work toward achieving the following goals and will accomplish the following objectives by performing the specified activities and evaluating the results as described. There is no minimum number of activities and deliverables required. *(Use your tab key to move to the next field.)*

Goal:

Implement a universal basic income pilot program for families to improve long-term financial stability and reduce instances of child maltreatment.

Objective <i>(What are we trying to achieve?)</i>	Activities <i>(What strategies to implement objective?)</i>	Deliverables <i>(Outputs)</i>	Measure <i>(How will we measure success?)</i>	Timeline <i>(When?)</i>
3. Provide cash payments to supplement current benefits over a period of 24 months to pilot participants.	3.1. Secure government waiver to ensure participants' continued access to existing CalWORKs (cash) and Medi-Cal (health) benefits by exempting the guaranteed income payments. 3.2. Calculate payment amounts and best payment method for each family. 3.3. Dispense payments to families monthly for 24 months.	3.3.a. Quarterly accounting reports to OCAP of financial payments made to families.	3.3.i. Average monthly payment amount provided to families. 3.3.ii Total amount of funds distributed to families in pilot program. 3.3.iii. # and % of families that reported feeling financially empowered.	3. 7/1/2021-12/31/2022 (18 months)

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The Recipient shall work toward achieving the following goals and will accomplish the following objectives by performing the specified activities and evaluating the results as described. There is no minimum number of activities and deliverables required. *(Use your tab key to move to the next field.)*

Goal:

Implement a universal basic income pilot program for families to improve long-term financial stability and reduce instances of child maltreatment.

Objective <i>(What are we trying to achieve?)</i>	Activities <i>(What strategies to implement objective?)</i>	Deliverables <i>(Outputs)</i>	Measure <i>(How will we measure success?)</i>	Timeline <i>(When?)</i>
4. Disseminate pilot project findings and strengthen safety net supports for families beyond the pilot duration.	4.1. Develop webpage on Yolo County website to provide information and frequent updates on pilot program. 4.2. Conduct pre, mid- and post-program survey with pilot program participants. 4.3. Prepare clients for transition off pilot program and conduct post check ins. 4.4. Coordinate with stakeholders to provide any additional safety net services for participants following pilot completion.	4.1.a. Publicly available online webpage on Yolo County website. 4.2.a. Survey results to OCAP. 4.3.a Summary reports of findings and results to OCAP	4.2.i. # and % of families that experience at least two of the following positive outcomes: 1) Obtain permanent housing 2) Improve health or mental health services, based on referrals or actual services 3) Participate in an education, career training, or job search program to build skill or gain employment 4) Experience some other comprehensive gain provided through this program and previously agreed upon by the family and their case manager 4.2.ii. # and % of families that advanced out of CalWORKs	4.1.a. 10/1/2021 4.2.a. 12/31/2021, 12/31/2022, and 3/31/2023 4.3.a. 6/30/2023

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Scope of Work

The Recipient shall work toward achieving the following goals and will accomplish the following objectives by performing the specified activities and evaluating the results as described. There is no minimum number of activities and deliverables required. *(Use your tab key to move to the next field.)*

Goal:

Implement a universal basic income pilot program for families to improve long-term financial stability and reduce instances of child maltreatment.

Objective <i>(What are we trying to achieve?)</i>	Activities <i>(What strategies to implement objective?)</i>	Deliverables <i>(Outputs)</i>	Measure <i>(How will we measure success?)</i>	Timeline <i>(When?)</i>
	4.5. Gather testimonials from program participants. 4.6. Draft report using survey data, progress reports and testimonials. 4.7. Gather draft input from steering committee. 4.8. Finalize and share report findings with County Board of Supervisors, external partners, and legislators.		4.2.iii. # and % of families in the pilot program that did not obtain a substantiated case of child abuse or neglect while in the program. 4.2.iv. # and % of families in the program that reported a significant decrease in stress levels. 4.2.v. # and % of families that reported a significant improvement in their overall health.	

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency
GRANT NUMBER: EE-YOLO-21-23

STATE OF CALIFORNIA **GRANT AGREEMENT TERMS AND CONDITIONS**

THE PARTIES

This grant agreement is for the Economic Empowerment Project and is between Yolo County Health and Human Services Agency and California Department of Social Services (CDSS), Office of Child Abuse Prevention (OCAP), also referred to as the state. The Recipient shall designate a person(s) to sign this Agreement and make certification pursuant to Exhibit D.

SCOPE OF WORK

This Agreement consists of the Standard Agreement GEN 1187 and all exhibits attached and incorporated thereto. The Recipient's Scope of Work (SOW) under this Agreement is more specifically set forth in Exhibit A, incorporated into this Agreement by reference as if fully set forth herein. The Recipient agrees to undertake, carry out and complete, in a competent manner, all of the work and services set forth in the SOW as required during the period between July 1, 2021 and June 30, 2023, to operate within the constraints of the approved Agreement budget, as set forth in Exhibit B and as further elaborated herein in Section VII on "Fiscal Provisions." The Recipient acknowledges and understands that the funding provided herein is subject to the availability of funds as they may be affected by the annual State budget.

GENERAL PROVISIONS

- A. This Grant Agreement, including any documents or exhibits incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Grant Agreement. No representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated.
- B. The Recipient and the state agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
- C. The Recipient agrees to indemnify, defend and hold harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all recipients, contractors, subcontractors, material, laborers and any other person, firm, corporation, or other entity furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm,

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency

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STATE OF CALIFORNIA
GRANT AGREEMENT TERMS AND CONDITIONS

corporation, or other entity who may be injured or damaged by the Recipient in the performance of this Agreement.

- D. The Recipient and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the state.
- E. Time is of the essence in this Agreement.
- F. The state may terminate this Agreement and be relieved of any liability for payments under this Agreement to Recipient should Recipient fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of failure to perform the state may proceed with the work in any manner deemed necessary and proper by the state in order to achieve the objective of this Agreement. In the event of termination, the state shall pay only the reasonable value of the satisfactory services rendered; and the cost to the state to complete the intent of this Agreement shall be deducted from any sum due the Recipient; and the balance, if any, shall be paid to the Recipient upon demand.
- G. The state shall be entitled to pursue any rights or remedies which it may have against the Recipient by reason of such default or failure to perform, and the state may withhold any payments to the Recipient for the purpose of set-off until such time as the exact amount of damages may be determined.
- H. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Any action or inaction by the State, or the failure of the state to enforce, at any time, any right or provision of this Agreement, or to require at any time performance by the Recipient of any provision, shall in no way be construed to be a waiver of those rights or provisions, nor in any way affect the validity of any part of this Agreement or the right of the State to thereafter enforce each and every right or provision. All rights and remedies afforded in this Agreement shall be taken and construed as cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
- I. No assignment and no amendment or modification of any term, provision or condition of this Agreement shall be binding or enforceable unless in writing and signed by each of the parties.
 - 1. Agreement Amendments are required for:
 - a. Budget changes outside the limits of line item transfers (as outlined in section VII. G);

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency

GRANT NUMBER: EE-YOLO-21-23

STATE OF CALIFORNIA
GRANT AGREEMENT TERMS AND CONDITIONS

- b. New budget line items (not including the separation of an existing line item or merging of two line items previously approved);
 - c. Changes to the grant terms;
 - d. Changes to the "MEASURABLE OBJECTIVES" in the SOW;
 - e. Any other substantive changes as determined by the state.
2. Amendments to the Agreement must be initiated in writing by either the state or the Recipient and must be approved in writing by both parties. Actual implementation of the proposed changes cannot occur prior to the effective date of the amendment. Reimbursement will not be made for services provided before an amendment is executed.
 3. Amendments require the same approval process as the original Agreement and take approximately six to eight weeks to execute. Therefore, an amendment in the final six months of the Agreement or project period shall be considered at the sole discretion of the state and only if it is deemed allowable, reasonable, and necessary for grant activities.
- J. The payments to be paid Recipient, as provided herein, shall be in compensation for Recipient's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
1. The state will pay for the reasonable cost of activities specified in the SOW, and set forth in the budget. This includes the administrative costs directly associated with such activities. Payment will be made for such costs as salaries, employee benefits, travel, office space, phone and utility expenses, and the operating expenses of subcontracts complying with the provisions of this Agreement. The state will not reimburse costs for employee salary increases that are not included in the Agreement budget set forth in Exhibit B.
 2. The state will not reimburse costs associated with conference organization or sponsorship unless the Recipient requests and receives the State's prior written approval of agenda and cost items.
 3. Reimbursement for indirect costs shall not exceed a rate of ten percent. Indirect costs are costs that accrue in the normal conduct of business that can only be partially attributable to performance of a grant (e.g., administrative expenses such as payroll handling, accounting/personnel expenses, liability insurance coverage, executive director's time). An expense (such as for advertising, computing, maintenance, security, supervision) incurred in joint usage and,

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency
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therefore, difficult to assign to or identify with a specific cost object or cost center (department, function, program).

- K. This Agreement shall be governed by and construed in accordance with all applicable laws of the State of California, in addition to any cited herein. Venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.
- L. All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed to the parties at their addresses indicated on cover sheet of this Agreement.
- M. This Agreement has no force or effect until executed by both parties. An Agreement is not legally in effect until approved by the official State agent and the authorized Recipient agent, a process termed "execution."
- N. The terms of this grant are concurrent with the period on the Agreement. Grant funds may not be obligated for a period prior to the start date on the Agreement.
- O. This Agreement may be terminated without cause by either party by giving 30 calendar days advance written notice by certified mail to the other party. The notification shall state the effective date of the termination. The state shall pay only the reasonable value of the satisfactory services rendered through the date of termination.

DISPUTES AND GRIEVANCE PROCEDURE

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally.
- B. If a Recipient disputes the state's action regarding performance under this Agreement and the dispute cannot be resolved informally, the Recipient shall provide a written dispute notice to State within 15 calendar days after the date of the state's action.
- C. The written dispute notice shall contain the following information:
 - 1. Description of the matter under dispute;
 - 2. The reason(s) Recipient believes the action of the state is in error;
 - 3. Identification of all documents in support of Recipient's position; and
 - 4. The dollar amount in dispute, if applicable.

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STATE OF CALIFORNIA
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- D. Upon receipt of the written dispute notice, the state will examine the matter and issue a written decision to the Recipient within 20 calendar days. The written decision of the State shall contain the following information:
1. A description of the dispute;
 2. A reference to pertinent grant provisions;
 3. A statement of the factual areas of agreement or disagreement; and
 4. A statement of the state's decision with supporting rationale.
- E. This decision of the state shall be final unless, within 30 days from the date of receipt of the state's final decision, the Recipient files with the state a notice of appeal addressed to: California Department of Social Services, Attn: Chief, Office of Child Abuse Prevention, 744 P Street, MS 8-11-82, Sacramento, CA 95814.
- F. The Chief of OCAP shall immediately forward the notice of appeal to the Office of Administrative Hearings, Department of General Services, which will then conduct a formal administrative appeal process in accordance with Health and Safety Code Section 38057.

RECIPIENT'S RIGHTS AND RESPONSIBILITIES

The Recipient shall:

- A. Designate an individual to have primary responsibility as a liaison with the state in carrying out the terms of this Agreement.
- B. Complete the grant activities in accordance with the SOW. Recipient shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures in the performance of grant activities.
- C. Provide program reports, quarterly reports, equipment inventory reports, and data forms completed and submitted as specified in Exhibit A in the SOW. These reports from the Recipient are an integral part of the state requirements. Completion of reports and data forms is the Recipient's responsibility. Invoice payment will be conditioned upon the timely receipt by the state of acceptable reports or data forms. If acceptable reports or forms are not received or a request for extension of a due date has not been granted by the state, invoices will not be processed for payment and will be returned to the Recipient.

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- D. Promptly provide details of any and all expenditures (including those of subcontractors) under this Agreement when requested by the state.
- E. Complete the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) standards and requirements set forth at 2 Code of Federal Regulations (CFR) Part 200. Recipient shall certify receipt of federal funds and audit requirements in Exhibit F.
- F. Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three (3) years after final payment has been made under the terms of this Agreement, or until all pending county, state and federal audits are completed, whichever is later. Recipient agrees that the state or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the Recipient shall promptly make these materials and records available to the state or its representative including the state Auditor. Recipient agrees to allow the state or its representative access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Recipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to this Grant Agreement.
- G. Acknowledge the state as the funding agent, in writing, upon all educational and training materials, curricula, audio/visual aids, printed materials, and periodicals developed pursuant to this Agreement and as specified in Exhibit A, the SOW.
1. If any of the above (excepting video productions) are developed without prior approval from the state it shall be acknowledged thereon that the material does not necessarily represent the views of the state.
 2. Video productions shall not be undertaken without the full knowledge and written consent of the state at initial concept development and throughout production. No expenditures under this Agreement shall be incurred in the design and development of video productions prior to receipt of written state approval.
 3. Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this grant for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- H. Maintain general liability insurance, workers' compensation insurance, and any other insurance the state deems appropriate under the Grant Agreement. Recipient shall

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency

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furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the state, the Recipient may be required to have the state shown as an "additional insured" on selected policies.

- I. Ensure that all personnel as described in the Child Abuse and Neglect Reporting Act (CANRA), Section 11165 et seq. of the Penal Code, are in compliance with this Act. The law mandates certain personnel to report known or suspected instances of child abuse. This includes, but is not limited to, any person who is a social worker, or an administrator or presenter of, or a counselor in, a child abuse prevention program. The Recipient shall require each employee, volunteer, or subcontractor who is a mandated reporter to complete the online California mandated reporter training at <http://www.mandatedreporter.ca.com> and sign a statement that he or she knows of the reporting requirements as defined in Section 11165 et seq. of the Penal Code.
- J. Comply with confidentiality provisions as set forth in Exhibit H and all state and federal statutes and regulations to assure (in partial summary) that:
 1. All records concerning an individual made or kept by any public officer or agency in connection with the administration of provisions of the Welfare and Institutions Code (W&IC) for which agreements are provided by this state, will be confidential and will not be open to examination for any purpose not directly connected with administration, performance, compliance, monitoring or auditing of the Agreement.
 2. No person will make public, disclose, use, or cause to be published, disclosed or used, any confidential information pertaining to any person receiving state-funded services. Persons who serve on a multidisciplinary team may disclose to one another information which is relevant to the prevention of abuse, identification, management, or treatment of any person receiving state-funded services.
- K. Ensure that no staff or other persons employed with state grant funds will conduct activities intended to influence legislation, administrative rule-making, or the election of public officials during time compensated under this Agreement or with grant funds. Nor may any such persons represent that such activities are being performed under the Agreement. The following guidelines shall be observed:
 1. Meetings which include these activities shall not be represented as being prescribed or funded by, and/or through the state.
 2. Any such meetings or conversations shall occur during time not compensated under this Agreement. Auditable records shall be kept indicating that the

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- meetings or conversations occurred on personal, dock, vacation or other time not paid for with state funds.
3. Office space leased, rented, or otherwise acquired with state grant funds shall not be used for any activities prohibited herein.
- L. Make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors. The Recipient shall make all reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of, being motivated by a desire for private gain for themselves or others such as those with whom they have family business or other ties.
1. Officers, employees and agents of clients, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law, including CDSS Manual of Policies and Procedures (MPP) Section 23-602 (Code of Conduct).
 2. In the event that the state determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the state and such conflict may constitute grounds for termination of this Agreement.
 3. This provision shall not be construed to prohibit employment of persons with whom the Recipient's officers, employees, or agents have family business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- M. Ensure that no staff, paid or volunteer, engaged in the work under this Agreement's SOW as set forth in Exhibit A, are knowingly employed who have been convicted of any crime identified in Section 11105.3 of the Penal Code.
- N. Ensure all activities performed and employment practices of the Recipient shall be nondiscriminatory and in accordance with Exhibit E, Nondiscrimination Clause, which is incorporated herein by reference.
- O. Ensure that Recipient complies with the Americans with Disabilities Act of 1990 (42 U.S.C.S. 12101 et seq.).
- P. Give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the

EXHIBIT C

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W&IC if this Grant exceeds two hundred thousand dollars (\$200,000), as specified in Public Contract Code (PCC) Section 10353.

- Q. Certify compliance with Government Code Section 8355 in matters relating to the provision of a drug-free workplace as specified in Exhibit G attached herein.
- R. Swear under penalty of perjury that within the immediately preceding two-year period, no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient because of the Recipient's failure to comply with an order of a federal court which orders the Recipient to comply with an order of the National Labor Relations Board. This provision shall be construed in accordance with PCC Section 10296.
- S. Certify in accordance with Government Code Section 16645.2 that none of the grant funds received will be used to assist, promote, or deter union organizing. Any recipient that makes expenditures to assist, promote, or deter union organizing shall maintain records sufficient to show that state funds have not been used for those expenditures. Recipient shall provide those records to the Attorney General upon request. Recipient is liable to the state for the amount of any funds expended in violation of this provision plus a civil penalty equal twice the amount of those funds.
- T. Certify that to the best of his/her knowledge and belief that he/she and their principals or affiliates are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Recipient also certifies that it is not listed on the System for Award Management (<https://sam.gov/SAM/>) (Executive Order 12549, 2 CFR Part 376, and 2 CFR Part 180).
- U. Acknowledge in accordance with PCC Section 7110 that:
 - 1. Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment order, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - 2. Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency
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STATE OF CALIFORNIA **GRANT AGREEMENT TERMS AND CONDITIONS**

- V. Certify compliance with PCC Section 10295.3 if this agreement is in the amount of \$100,000 or more. Recipient, in the provision of benefits, shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.
- W. Be responsible for the performance of any and all subcontractors in meeting the terms of this Agreement. Subcontractors shall only be utilized when a particular expertise, knowledge, skill, or ability is not possessed by Recipient staff and is necessary for the provision of specified training or technical assistance under this agreement. If any subcontractor is subcontracted with for a total grant amount of five thousand (\$5,000) or more, the subcontract must be submitted for approval by the State prior to final execution of the grant and/or reimbursement, and a separate Budget Summary will be required. If the subcontract is less than five thousand dollars (\$5,000), the State reserves the right to request a copy.
- X. Inform the State of any Recipient or subcontractor address changes, contract cancellations, or new subcontractors during the course of the Agreement.

STATE RIGHTS AND RESPONSIBILITIES

The state shall:

- A. Provide program consultation and technical assistance to the Recipient. A state project consultant (Consultant) will be assigned to each Recipient. The Consultant will be the primary contact person and will be responsible for consultation and assistance to the Recipient. The State is dedicated to the successful completion of grant requirements and will assist the Recipient toward that goal. If further program consultation is necessary, the Consultant can draw upon a wide variety of program and administrative expertise.
- B. Monitor and evaluate the Recipient's performance, expenditures and service levels for compliance with the terms of this Agreement. Grant monitoring is accomplished by a variety of methods. Monitoring can be informal, such as telephone conversations, or formal, such as site visits. During a site visit the Consultant may review materials, publications or curricula used by the Recipient, and all fiscal, group plan or client records developed by the Recipient. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of the State.
- C. Provide the Recipient with reporting forms and/or formats and time frames for submission of reports.

EXHIBIT C

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- D. Evaluate Recipient's annual report for compliance with the terms of this Agreement and provide a written response within 30 calendar days of receipt if the report is determined to be unacceptable.
- E. Review all invoices submitted by Recipient for allowable costs and approve for payment as appropriate, conditioned on the availability of state funds.
- F. Have a royalty-free nonexclusive and irrevocable license with respect to any subject data, programs, or materials developed pursuant to this agreement, which may be copyrighted throughout the world to translate or use, publish, duplicate or dispose of such data, programs, or materials in any manner and for any purpose whatsoever and to have or permit others to do so. Such license shall be only to the extent that Recipient now has, or prior to completion or final settlement of this Agreement may acquire, the right to permit such license without becoming liable to pay compensation to others, solely because of such permission.
- G. Have prompt and unrestricted access to any programs, materials, reports, evaluations, preliminary findings, and data assembled or developed by Recipient under this Agreement.
- H. Retain the right to issue disposition instructions for any capitalized equipment purchased with grant funds within 120 calendar days after final inventory coinciding with termination of the Agreement. Notwithstanding other legal or accounting definitions, for the purpose of retention of equipment, capitalized equipment is defined as any instrument, machine, or apparatus that:
 - 1. Retains its original shape, appearance, and character with use;
 - 2. Does not lose its identify through fabrication or incorporation into a different or more complex unit or substance;
 - 3. Is more feasible to repair than to replace;
 - 4. May be expected to serve its principal purpose for at least one year;
 - 5. Is movable in that they are transportable from one location to another;
 - 6. Does not function as integral part of or permanently fastened or attached to the building; and
 - 7. Costs more than \$500, but less than \$5,000. Capitalized equipment purchases over \$5,000 are not permitted in this Agreement.

EXHIBIT C

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- I. Retain the right to modify the SOW and this Agreement based on the results of its evaluation and review. The State may use the results of the evaluation and monitoring review in future grant decisions. The evaluation shall include, but is not limited to Agreement compliance, effectiveness of planning, and program results.
- J. Reimburse for transportation and per diem costs to persons who are not State employees and shall not exceed California Department of Human Resources (Cal HR) reimbursement rates for state employees. The Recipient will be notified of changes in the current rates. No expenses for out-of-state travel will be allowed without prior written approval by the state. Out-of-country travel is never permissible with state grants. Please refer to Cal HR website for current travel reimbursement guidelines at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

FISCAL PROVISIONS

- A. The maximum amount of this Agreement shall be in accordance with the State's "Standard Agreement" Form (Gen 1187) pertaining to this Agreement, and is subject to the availability of funds.
- B. Recipient shall maintain accurate and complete financial records of costs and operating expenses. Such records shall reflect the actual cost of services described herein for which reimbursement is requested. Recipient shall submit regular invoices to the state monthly or quarterly as agreed upon by the Recipient and the state.
- C. All Recipients that contribute a required match shall report it in the budget (Exhibit B).
- D. If any required match is to be made "in-kind" the Recipient shall receive prior written approval from the State and must be reported in the budget and SOW. A cash or in-kind match is any contribution to the total project cost that is not paid for by state funds and demonstrates a Recipient's fiscal commitment to the project.
- E. Recipient shall maintain Agreement records in accordance with Generally Accepted Accounting Principles established by the American Institute of Certified Public Accountants (AICPA).
- F. Upon satisfactory performance of the work by Recipient under this Agreement, the State agrees to pay, depending on when the invoices are submitted, monthly or quarterly, in arrears. Payment will be made on the basis of the budget (Exhibit B) made a part hereof by this reference and subject to the availability of funds.
- G. Changes may be made in individual line items in the budget subject to prior written approval by the State. Changes to the line-item budget may be made within the term

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of the Agreement provided the Recipient adequately documents the need for the change, the State provides prior written approval for the change, and all of the following requirements are met:

1. Adjustments for all line item shifts contained in the request do not exceed \$20,000;
 2. The total amount of the Agreement does not increase;
 3. The total amount for a fiscal year within the Agreement does not increase; and
 4. The fund shifts do not increase Indirect, Overhead, or General Expense line items above 10% of the annual budget.
 5. Line item shifts may be requested by either the State or Recipient as follows:
 6. Recipient shall submit a written request to their Consultant for budget/program modifications, explain the substantial business justification for change(s) and specifically identify the item(s) to be reduced and/or increased; and
 7. The State must approve such change(s) in writing prior to implementation. The State reserves the right to deny requests for reimbursement in excess of any line item in the budget.
 8. Any budget change requests not meeting the above conditions set forth in (G) and (H) shall be made by an amendment to the Agreement. These budget change requests, if agreed upon by the State, are not a billable cost until an executed amended Agreement is in place.
 9. Recipients may request no more than two budget modifications or amendments each state fiscal year. Approval for Recipient requests is solely at the discretion of CDSS.
- H. Invoices shall be submitted on the Office of Child Abuse Prevention claim reimbursement form. For private nonprofit organizations, the invoices must be signed by the individual who signed the Agreement, or the authorized designee as pursuant to the Authorized Signature Designee Form (Exhibit D). Invoices shall be mailed to the designated Consultant at the following address:

California Department of Social Services
Office of Child Abuse Prevention
744 P Street, MS 8-11-544
Sacramento, CA 95814

EXHIBIT C

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- I. All invoices submitted to the State shall identify the correct Standard Agreement Number assigned to the Agreement. Invoices which do not contain this information will be returned with a request for the Standard Agreement Number.
 1. Recipients will be reimbursed for services provided in accordance with the Agreement through the invoice process. Invoices will be submitted on a monthly or quarterly basis, in-arrears basis as indicated in the Agreement. Invoices must be consistent with the Agreement budget.
 2. Minor corrections on invoices, such as mathematical errors, may be made by the State. Invoices that require major corrections such as improper completion of the invoice, invoices without authorized signatures, or invoices which have been altered by correction tape or whiteout will not be processed and will be returned to the Recipient with an explanation of the problem. This may delay payment of the invoice.
 3. The State invoice payment process is complex. The process for payment of invoices takes approximately 60 calendar days. The monthly or quarterly, in-arrears invoicing process has been established to maintain a consistent cash flow for the Recipient. This process depends on the availability of state funds as well as on the Recipient's submittal of invoices on a regular basis as soon as possible after each month or quarter ends.
 4. If the Recipient submits invoices well after the month or quarter period ends, fails to submit invoices on a regular basis, submits invoices for several months at once, or fails to provide acceptable quarterly report data forms, a cash flow problem may result for the Recipient. No provision will be made for special problems which may result for the Recipient. No provision will be made for special handling of invoices submitted outside of a regular monthly or quarterly, in-arrears basis. All such invoices will be processed in the regular manner. It is, therefore, to the Recipient's advantage to submit invoices on a timely basis.
- J. Final invoices must be submitted within 90 calendar days after the end of each grant year or the termination of the Agreement, whichever comes first. Failure to comply with this provision will jeopardize payment unless the Recipient has received written approval of an extension from the State prior to the expiration of the 90-day period.
- K. Recipient shall be responsible for financial and compliance audits of its organization and any subcontractors as specified herein. A condition for the receipt of grant funds is the subsequent completion and submission of an acceptable audit. If an acceptable audit is not submitted, the State cannot determine whether the funds were expended in compliance with the Agreement and with both state and federal

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency
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law; therefore, expenditures will be considered unallowable and an overpayment will be assessed against the Recipient in the amount of the Agreement. Audits carried out pursuant to this section must be audits of the entire organization responsible for the project, not an audit of that portion of the organization funded by the State and shall be as follows:

1. For a Recipient that is receiving less than \$750,000 in federal revenues, or receiving state funds of any amount, an annual audit will be submitted and shall be made by an independent auditor in accordance with Government Auditing Standards (GAS) due six months after the close of the fiscal year.
 2. For a Recipient that receives combined federal revenues in excess of \$750,000 from all sources, the Recipient shall submit to the State an audit in accordance with the federal Office of Management and Budgets (OMB) standards and requirements set forth at 2 CFR Part 200. The audit shall be completed and sent to the State no later than nine months after completion of each year of the Agreement. Such audits shall be in compliance with Health and Safety Code, Division 25, Chapter 5, Sections 38040 and 38041 and as further set forth in Exhibit F.
- L. For Agreements funded with state General Funds, this Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act(s) for the state fiscal year(s) applicable to the term of this Agreement. This Agreement is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Act(s) or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- M. If the Budget Act(s) does not appropriate sufficient funds for the program, this Agreement shall be invalid and of no further force and effect. In this event the State shall have no liability to pay the funds whatsoever to the Recipient, or to furnish any other considerations under this Agreement and the Recipient shall not be obligated to perform any provisions of this Agreement. The parties to this agreement may choose to mutually amend this Agreement to reflect any legislative delays or reductions in funding.
- N. This Agreement, if funded in whole or in part by the federal Government, contains a 30-day cancellation clause and the following provisions:
1. 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

EXHIBIT C

RECIPIENT: Yolo County Health and Human Services Agency
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GRANT AGREEMENT TERMS AND CONDITIONS

delays which would occur if the Agreement were executed after that determination was made.

2. 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. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
4. The State has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

EXHIBIT D

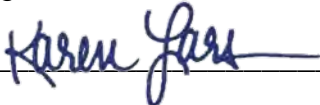
RECIPIENT: Yolo County Health and Human Services Agency
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STATE OF CALIFORNIA
AUTHORIZED SIGNATURE DESIGNEE

This form designates an individual to sign the Agreement on behalf of the agency and also authorizes an alternate individual to sign invoices. The person authorizing the signature must be the Chairperson of the Board of Supervisors or Board of Directors, the Regents of the University or another person who has signature authority for the agency.

A. Signature Designation for the Agreement

The following person is designated to sign the Agreement on behalf of the agency:

Name Karen Larsen, Director Signature 

Authorized by:


Name Angel Barajas Title Chair, Board of Supervisors

Signature _____ Date _____

B. Alternate Signature Designation for Invoices (if desired)

The following person(s) is/are designated to sign invoices on behalf of the agency:

Name Rebecca Mellott, Assistant Director Signature 

Name Lucy Chavez, Business Services Manager Signature 

Authorized by:

Name Angel Barajas Title Chair, Board of Supervisors

Signature _____ Date _____

EXHIBIT E

RECIPIENT: Yolo County Health and Human Services Agency

GRANT NUMBER: EE-YOLO-21-23

STATE OF CALIFORNIA
NONDISCRIMINATION CLAUSE AND COMPLIANCE STATEMENT

1. During the performance of this grant, recipient and its subcontractors shall not deny the agreement's benefits to any person on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, nor shall they unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age (40 years and over), or denial of family care leave. Recipient and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
2. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 – 11139.5), and the regulations and standards adopted to implement such article. The applicable regulations implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
3. The recipient named above hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a)-(f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program.
4. Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
5. Recipient shall permit access by representatives of the California Department of Social Services (CDSS) and the Department of Fair Employment and Housing (DFEH), upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to its books, records, accounts, other sources of information, and its facilities as CDSS or DFEH shall require to ascertain compliance with this clause.

EXHIBIT E

RECIPIENT: Yolo County Health and Human Services Agency
GRANT NUMBER: EE-YOLO-21-23

STATE OF CALIFORNIA
NONDISCRIMINATION CLAUSE AND COMPLIANCE STATEMENT

Signature of designee: 

EXHIBIT G

RECIPIENT: Yolo County Health and Human Services Agency
GRANT NUMBER: EE-YOLO-21-23

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION

The Recipient hereby certifies compliance with California Government Code Section 8355 and the federal Drug-Free Workplace Act of 1988 (41 U.S.C.S. 8101 et seq., as amended) in matters relating to providing a drug-free workplace. The above named Recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The Recipient's policy of maintaining a drug-free workplace.
 - c. Any available counseling, rehabilitation and employee assistance programs.
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) and 41 U.S.C.S. 8103(a)(1), that every employee who works on the proposed grant:
 - a. Will receive a copy of the company's drug-free workplace policy statement.
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the grant.
 - c. Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
4. Notify the agency in writing within 10 calendar days after receiving notice under paragraph (3)(c) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
5. Take one of the following actions, within 30 calendar days of receiving notice under paragraph (3)(c) with respect to any employee who is so convicted:

EXHIBIT G

RECIPIENT: Yolo County Health and Human Services Agency
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DRUG-FREE WORKPLACE CERTIFICATION

- a. Take appropriate personnel action against such an employee, up to and including termination; or
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Signature designee: Karen Jara

EXHIBIT H

RECIPIENT: Yolo County Health and Human Services Agency

GRANT NUMBER: EE-YOLO-21-23

STATE OF CALIFORNIA
INFORMATION SECURITY PRE-CAUTIONS/REQUIREMENTS

The California Department of Social Services **Confidentiality and Information Security Requirements Yolo County Health and Human Services Agency - v 2019 01**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Yolo County Health and Human Services Agency (hereinafter referred to as “Grantee”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Grantee, pursuant to Grantee’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Grantee desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/ or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Grantee and CDSS.
 - II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, sub-grants, and sub-awards, etc.). Grantee shall incorporate the contents of this Exhibit into each lower tier transaction.
 - III. **Confidentiality of Information.**
- A. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.
- i. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the

EXHIBIT H

RECIPIENT: Yolo County Health and Human Services Agency

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STATE OF CALIFORNIA
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disclosure would jeopardize the integrity of the CDSS (i.e., CDSS' fiscal resources and operations).

iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. "Breach" is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

v. "Information Security Incident" is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Grantee and CDSS, including this Exhibit.

B. CDSS CSP which may become available to Grantee as a result of the implementation of the Agreement shall be protected by Grantee from unauthorized access, use, and disclosure as described in this Exhibit.

C. Grantee is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- i. California Welfare and Institutions Code section 10850
- ii. Information Practices Act - California Civil Code section 1798 et seq.

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- iii. Public Records Act - California Government Code section 6250 et seq.
- iv. California Penal Code Section 502, 11140-11144, 13301-13303
- v. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
- vi. Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- vii. Unemployment Insurance Code section 14013

D. EXCLUSIONS. "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that

- i. is or becomes generally known or available to the public other than because of a breach by Grantee of these confidentiality provisions;
- ii. already known to Grantee before receipt from CDSS without an obligation of confidentiality owed to CDSS;
- iii. provided to Grantee from a third party except where Grantee knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
- iv. independently developed by Grantee without reference to the CDSS CSP.

IV. Grantee Responsibilities.

A. Training. Grantee shall instruct all employees, agents, subcontractors, and subgrantees with access to the CDSS CSP regarding:

- i. The confidential nature of the information;
- ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
- iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and

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- iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS and Grantee and may be subject to penalties, both civil and criminal.
- B. Use Restrictions. Grantee shall take the appropriate steps to ensure that their employees, agents, subgrantees and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- C. Disclosure of CDSS CSP. Grantee shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- D. Subpoena. If Grantee receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Grantee will immediately notify the CDSS Program Grant Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Grantee's responsible unit for handling subpoenas and court orders.
- E. Information Security Officer. Grantee shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.
- F. Requests for CDSS CSP by Third Parties. Grantee shall promptly transmit to the CDSS Program Grant Manager and the CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement between Grantee and CDSS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- G. Documentation of Disclosures for Requests for Accounting. Grantee shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- H. Return or Destruction of CDSS CSP on Expiration or Termination. Upon expiration or termination of the Agreement between Grantee and CDSS, or upon a date mutually agreed upon by the Parties following expiration or termination, Grantee shall return or destroy the CDSS CSP. If return or destruction is not feasible, Grantee shall provide a written explanation to the CDSS Program Grant Manager

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and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform Grantee in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.

- I. Retention Required by Law. If required by state or federal law, Grantee may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- J. Obligations Continue Until Return or Destruction. Grantee's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until Grantee returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between Grantee and CDSS, Grantee shall not further use or disclose the CDSS CSP except as required by state or federal law.
- K. Notification of Election to Destroy CDSS CSP. If Grantee elects to destroy the CDSS CSP, Grantee shall certify in writing, to the CDSS Program Grant Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.
- L. Background Check. Before a member of Grantee's workforce may access CDSS CSP, Grantee must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. Grantee shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- M. Confidentiality Safeguards. Grantee shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Grantee shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Grantee's operations and the nature and scope of its activities, including at a minimum the following safeguards:
 - i. General Security Controls
 1. Confidentiality Acknowledgement. By executing this Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement,

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Grantee acknowledges that information resources maintained by CDSS and provided to Grantee may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

2. **Workstation/Laptop Encryption.** All Grantee-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDSS Information Security Office.
3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All Grantee-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** To correct known security vulnerabilities, Grantee shall install security patches and updates in a timely manner on all Grantee-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Grantee's risk assessment of such patches and updates, the technical requirements of Grantee's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

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9. User IDs and Password Controls. All users must be issued a unique user name for accessing CDSS CSP. Grantee's password policy must be based on information security best practices for password length, complexity, and reuse.

10. Data Destruction. Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. System Security Controls

1. System Timeout. The system providing access to the CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

2. Warning Banners. All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

3. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

4. Access Controls. The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

5. Transmission Encryption. All data transmissions of CDSS CSP by Grantee outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.

6. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

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1. System Security Review. All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. Log Reviews. All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. Business Continuity / Disaster Recovery Controls

1. Disaster Recovery. Grantee must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
2. Data Backup Plan. Grantee must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. Paper Document Controls

1. Supervision of Information. CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where the CDSS CSP are contained shall be escorted and CDSS CSP shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. CDSS CSP must be disposed of through confidential means, such as cross cut shredding and/or pulverizing.

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4. Removal of Information. CDSS CSP must not be removed from the premises of Grantee except for identified routine business purposes or with express written permission of CDSS.
5. Faxing. CDSS CSP that must be transmitted by fax shall require that Grantee confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if Grantee's fax number changes, and maintains fax machines in a secure area.
6. Mailing. Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

V. Information Security Incidents and/or Breaches of CDSS CSP

- A. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility. The Grantee shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP. Grantee shall notify the CDSS Program Grant Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Grantee to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- C. Isolation of System or Device. A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Grantee will notify CDSS CSP within two (2) business days of a confirmed

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exploitation of a technical vulnerability and keep CDSS informed as to the investigation until resolution of the vulnerability is completed.

- D. Investigation of Information Security Incidents and/or Breaches. Grantee shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Grantee shall cooperate fully in such investigations. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. Grantee will keep CDSS fully informed of the results of any such investigation.
- E. Updates on Investigation. Grantee shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Grant Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Grantee and the CDSS Information Security and Privacy Officer. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- F. Written Report. Grantee shall provide a written report of the investigation to the CDSS Program Grant Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
 - i. Grantee point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;

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- vi. A description of the probable causes of the improper use or disclosure;
- vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
- viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

G. Cost of Investigation and Remediation. Per SAM Section 5305.8, Grantee shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Grantee’s failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. Contact Information

To direct communications to the above referenced CDSS staff, Grantee shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Grantee. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDSS Program Grant Manager	CDSS Information Security & Privacy Officer
See the Scope of Work exhibit for Program Grant Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VII. Audits and Inspections

CDSS may inspect and/or monitor compliance with the safeguards required in this Exhibit. Grantee shall promptly remedy any violation of any provision of this Exhibit

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and shall certify the same to the CDSS Program Grant Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, does not relieve Grantee of its responsibility to comply with this Exhibit.

VIII. Amendment

The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

IX. Interpretation

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

X. Termination

An Information Security Incident and/or Breach of CDSS CSP by Grantee, its employees, agents, subgrantees, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Grantee and CDSS and grounds for immediate termination of the Agreement.

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XI. CDSS Confidentiality and Security Compliance Statement

CALIFORNIA DEPARTMENT of SOCIAL SERVICES CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2019 01

Information resources maintained by the California Department of Social Services (CDSS) and provided to or collected by Grantee may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code §6250 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Grantee agrees to comply with the laws applicable to the CDSS CSP received or collected by Grantee.

This Confidentiality and Security Compliance Statement must be signed and returned with the Grant Agreement.

READ and ACKNOWLEDGED: Project Representative

Name (Printed):

Elaine Lytle

Title:

Health and Human Services Manager II

Business Name:

Yolo County Health and Human Services Agency

Email Address:

elaine.lytle@yolocounty.org

Phone:

(530) 666-8795

Signature:

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Date Signed:

1/19/2022

READ and ACKNOWLEDGED: Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed):

Lee Gerney

Title:

Chief Technology Officer

Business Name:

Yolo County Information Technology Department

Email Address:

lee.gerney@yolocounty.org

Phone:

(530) 406-5030

Signature:



Date Signed:

1/24/2022

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

1	<p>Requirement to Complete the Payee Data Record, STD 204</p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="text-align: center;">Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the state agency requesting the STD 204.</p>

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.