

SUBAWARD INFORMATION

Subrecipient Legal Name:	xxxxxxx		
Subaward Project Title:	xxxxxxx		
Subaward Project Period:	Start:	xxxxxxx, DD, YYYY	End: xxxxxx, DD, YYYY
Amount Funded:	\$#####		
Federal Awarding Agency:	xxxxxxx	Federal Award Number:	#####
CFDA Number:	##.####	CFDA Title:	xxxxxxx

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

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

SUBRECIPIENT

Signature of Authorized Official:		Date Signed:	
Authorized Official Name:	xxxxxxx		
Authorized Official Title:	xxxxxxx		

COUNTY OF YOLO

Signature of Authorized Official:		Date Signed:	
Authorized Official Name:	xxxxxxx		
Authorized Official Title:	xxxxxxx		

Signature of County Counsel:		Date Signed:	
Name:			

ATTACHMENT 1 – SUBAWARD TERMS AND CONDITIONS

1. Payment provisions:

Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the County agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference County's Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the County's Financial Contact, as shown in Attachment 3A.

A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to County's Financial Contact, as shown in Attachment 3A, NOT LATER THAN 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

2. Amendments and Other Changes

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

The County may issue non-substantive changes to the Project Period and budget unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

3. Negligence

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

4. Termination

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

5. Certification

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Terms and Conditions of the Federal Awarding Agency, as referenced in Attachment 1.

The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

6. Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the County.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

8. Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable.

If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

9. Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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10. Use of Name

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

11. Flow Down to Subrecipients

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

12. Additional Terms and Conditions Incorporated by Reference

By signing this Subaward, Subrecipient agrees to the following:

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

13. Insurance

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

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

ATTACHMENT 2 – GENERAL TERMS AND CONDITIONS

1. Indemnification

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

2. Compliance with applicable laws and regulations

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

3. Availability of funds

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

4. Default

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

5. Licensure

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

6. Independent Contractor

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

7. Confidentiality

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

8. Entire Subaward

This Subaward constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Subaward may only be amended as specified in Attachment 1, Section 2, and any other purported amendment shall be of no force or effect. This Subaward, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

9. Execution

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

ATTACHMENT 3A – COUNTY CONTACTS

Legal Name:	County of Yolo		
Legal Address:	625 Court Street., Room 102 Woodland, CA 95695		
Website:	www.yolocounty.org		
County Contacts			
Central Email:	HHSAContracts@yolocounty.org		
Grant Project Manager:	<u>Ian Evans, Adult & Aging Services Branch Manager</u>		
Email:	Ian.evans@yolocounty.org	Telephone Number:	
Administrative Contact:			
Email:	Telephone Number:		
COI Contact Email:	procurement@yolocounty.org		
Financial Contact:			
Email:	Telephone Number:		
Email Invoices:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Invoice Email (if different):	HHSA.accountspayable@yolocounty.org
Authorized Official:	<u>Patrick Blacklock, County Administrator</u>		
Email:	Patrick.blacklock@yolocounty.org	Telephone Number:	
Administrative Address:			
Name:	<Admin Contact>, <Title>		
Address:	<Dept> <Subrecipient Name> <Subrecipient Address> <Subrecipient City, ST Zip>		
Grant Project Manager Address:			
Name:	Ian Evans, Adult & Aging Services Branch Manager		
Address:	Health & Human Services Agency County of Yolo <Subrecipient Address> Woodland, CA 95695		
Invoice Address:			
Name:	<Financial/Invoice Contact>, <Title>		
Address:	<Dept> <Subrecipient Name> <Subrecipient Address> <Subrecipient City, ST Zip>		

ATTACHMENT 3B – SUBRECIPIENT CONTACTS

Entity's DUNS Name:	
EIN No.:	Institution Type: Local Government
	Currently registered in SAM.gov: <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS:	
Parent DUNS:	<i>Subrecipient is performing subaward activities in:</i>
Place of Performance Address:	Congressional District: _____ Zip Code+4: _____
Subrecipient Contacts	
Central Email:	
Website:	
Grant Project Manager: _____	
Email: _____	Telephone Number: _____
Administrative Contact: _____	
Email: _____	Telephone Number: _____
Financial Contact: _____	
Email: _____	Telephone Number: _____
<i>Invoice/Payment Email (if different from Financial Contact):</i>	
Authorized Official: _____	
Email: _____	Telephone Number: _____
Legal Address:	
Name:	
Address:	
Administrative Address:	
Name:	
Address:	
Payment Address:	
Name:	
Address:	

ATTACHMENT 4 - REPORTS

Subrecipient agrees to submit the following reports:

Technical

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

Other

- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by County Federal Award:

ATTACHMENT 5 – STATEMENT OF WORK

- 1. Subrecipient shall perform the deliverables, services, and tasks as specified in the statement of work
 Below; or Attached - _____ pages

ATTACHMENT 6 – BUDGET INFORMATION

Below or Attached - _____ pages

Provider Name		
Services		
	Cost Items	Fiscal Year Date through Date
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$0
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating	\$0
3	Direct to Clients	\$0
4	Total	\$0

ATTACHMENT 7 – INSURANCE REQUIREMENTS

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

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

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

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