



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Notice of Funding Availability (NOFA)
And Request for Applications (RFA)
For CDBG-CV3 Public Service Activities

Application Deadline: March 31, 2021, 5pm

For Questions Regarding the Application Process, Contact:

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March 18, 2021

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APPENDICES

APPENDIX A – COVID-19 TESTING SCOPE OF WORK

APPENDIX B – COVID-19 VACCINATION SCOPE OF WORK

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NOTICE OF FUNDING AVAILABILITY

On September 11, 2020, U. S. Department of Housing and Urban Development (HUD) posted the third (final) round of the supplemental Community Development Block Grant (CDBG-CV3) allocations that Congress appropriated by the CARES Act. The City of Seaside's CDBG-CV3 allocation amount is \$360,289. These funds must be used to prevent, prepare for, and respond to coronavirus as well as to benefit low- to moderate-income Seaside residents. In order for the City to receive and allocate these funds, the Seaside City Council recently approved a Substantial Amendment to the FY20-21 Annual Action Plan allocating the anticipated funds as described in Table 1 below. These activities are described in detail in the subsequent section.

Activity	Estimated Funding
COVID-19 Testing and Immunization Clinics	\$234,188
Food Distribution	36,029
Meals on Wheels	36,029

This NOFA and Request for Applications outlines application requirements, timelines, and provides documentation requirements.

TENTATIVE PROGRAM TIMELINE

Event	Date
CDBG-CV3 NOFA and application released	March 18, 2021
NOFA workshop for all applicants	March 23, 2021
Application Deadline	March 31, 2021
Application Review	April 1-2, 2021
City Council hearing	April 15, 2021
Contract award	As soon as HUD approves the City's funding application
Activity commencement	
<i>Note: Award timeline is dependent on HUD's approval of CDBG-CV3 funds for the City of Seaside. All dates are approximate and subject to change.</i>	

AUTHORIZING LEGISLATION

Funding under this NOFA is made available pursuant to the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq. This NOFA should be read in

conjunction with the following regulations that establish state and federal CDBG-CV requirements. Relevant legal authority includes, but is not limited to, the following:

- [CDBG-CV Federal Register Notice \(FR-6218-N-01\)](#)
- [CDBG-CV eligible activities](#)
- [Playing by the Rules – handbook for CDBG subrecipients](#)
- [CDBG-CV Duplication of Benefits Quick Guide](#)

If state or federal statutes or regulations, or other laws, relating to CDBG-CV funds are modified by the United States Congress, HUD, or California State Legislature, the changes may become effective immediately and may be applicable to this NOFA and existing Standard Agreements.

CONDITIONS

Applicants and Awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the City herein, are expressly subject to the following conditions:

1. The ongoing availability of funds
2. The continued authority of the City to administer the CDBG-CV funds
3. The execution of the CARES Act funding grant agreement with HUD

In the event that funds are not available to fund any, or all, activities offered herein, or if the City's authority to administer the CDBG-CV funds or act under this NOFA is eliminated, or in any way restricted, the City shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. This NOFA is not a commitment of funds to any activity or applicant.

DUPLICATION OF BENEFITS

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. For example, it would be considered a duplication of benefit if CDBG-CV funds were to be used for a COVID-19 test if the same test is also paid (in full or partially) by insurance or HRSA. However, provision of new or quantifiably increased public services would not be considered duplication of benefits.

The CARES Act provides that the Secretary shall ensure there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T.

Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). HUD will require each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a particular cost if another source of financial assistance is available to fully pay for that same cost.

Applicants will be required to submit duplication of benefits policies and procedures at application and Awardees will be required to continue to report on duplication of benefits throughout the expenditure period for the CDBG-CV funds.

NATIONAL OBJECTIVES ([24 CFR §§ 570.483-484](#))

Low- to Moderate-Income National Objective

At least 70 percent of the total funds awarded must benefit low- to moderate income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest-income eligible group. Persons, households, and/or neighborhoods benefiting from LMI activities must meet [HUD's LMI requirements](#).

The LMI National Objective consists of the following categories:

1. LMI Limited Clientele (LMC), as defined by income limits or presumed benefit.

LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Note that all subsistence payment activities are LMC activities and must select LMC as the appropriate National Objective.

Presumed benefit LMC refers to persons who, as a category, are typically low income. This includes:

- Seniors
- Persons with a disability (must meet the Bureau of the Census' Current Population Report's definition of "severely disabled")
- Homeless persons

- Abused children and battered spouses
- Illiterate adults
- Persons living with acquired immunodeficiency syndrome (AIDS)
- Migrant farmworkers

2. LMI Area (LMA), as defined by census tracts and block groups.

- LMA eligibility is based on American Community Survey using Census Geographies.
- At least 51 percent of households in the area must be earning at 80% or below HAMFI to meet LMA.
- Must be contiguous – the area must be a solid area, without certain streets or buildings being excluded, and the area should be mapped to show eligibility. If a service area is not contiguous it will be determined to be a separate activity and will need as separate application.
- Activity must be a public benefit for the area, for example the construction of a facility to be used for testing, diagnosis, or treatment of infectious disease. LMA Eligibility should be determined from the Map Application at HUD’s Low and Moderate-Income Summary Data Application page. Instructions for HUD’s mapping application can be found at this link: <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

RACIAL EQUITY

Each community has unique circumstances impacting people experiencing homelessness. People of color are disproportionately represented among people experiencing homelessness and low-income, costburdened households, and data is emerging that coronavirus is infecting and killing people of color at a disproportionately high rate.

HUD is encouraging grantees and subrecipients via the use of CARES Act funds to address the urgent housing needs of marginalized populations, including people of color, people with disabilities, people with criminal records, undocumented immigrants, and other individuals who face barriers to affordable, accessible housing and who may not be eligible for other forms of federal assistance.

Subrecipients must respond to disproportionality in access to services, service provision and outcomes and should seek to the voices of disproportionately impacted communities and those with lived experience of homelessness are

centered in a meaningful, sustained way in creating effective approaches to reducing and ending homelessness.

HEALTH EQUITY

As part of its effort to ensure the grants will reach communities and populations disproportionately impacted by COVID-19, the City of Seaside and its CDBG-CV3 subrecipients will work with all pertinent stakeholder to ensure effective coordination. The Monterey County Health Department, following guidelines issued by the State of California's Blueprint to a Safer Economy and using data provided by the California Healthy Places Index (<https://map.healthylplacesindex.org/>), has identified certain census tracts that are considered areas of special focus for County efforts to ensure Health Equity.

Applicants are encouraged to identify these areas as part of the "service area" for funds used to provide a direct benefit via services to eligible clientele.

ELIGIBLE ACTIVITIES

For the CDBG-CV3 NOFA, the following activities are permitted:

1. COVID-19 Pop-up Test and Vaccination Clinics (\$234,034)

The selected provider will provide staff and supplies to administer COVID-19 pop-up test and vaccination clinics at various locations throughout the City of Seaside. The selected provider will be responsible for managing clinics including set up and take down, crowd management, and education of participants. The selected provider will follow specimen collection and immunization policies as well as assume responsibility of providing supplies, materials, and PPE necessary for all clinics, laboratory testing kits and processing, COVID-19 vaccine as available, documentation and required reporting. The selected provider will also be responsible for scheduling vaccine appointments. ***Please refer to Appendices A and B for additional information.***

2. Food Distribution (\$36,029)

The selected provider will deliver food boxes to homebound Seaside residents who test positive for COVID-19 and who are required to self-isolate and quarantine. The selected provider will coordinate with area agencies to seek COVID-19 patient referrals.

3. Meals on Wheels (\$36,029)

The selected provider will deliver cooked meals to homebound Seaside residents who test positive for COVID-19 and who are required to self-isolate and quarantine. The selected provider will coordinate with area agencies to seek COVID-19 patient referrals.

ELIGIBILITY CRITERIA

Eligible applicants must be a nonprofit entity.

- Must demonstrate the ability to provide services sought through this RFP

The following only applies to applicants for the COVID-19 Pop-up Test and Vaccination Clinics activity:

- Must demonstrate the ability to bill private and public insurance for testing
- Must have the capacity to obtain laboratory testing supplies
- Must have experience complying with patient confidentiality and HIPAA requirements
- Must have the capacity to obtain PPE
- Must have a medical doctor, nurse practitioner, physician assistant, and/or pharmacist that can order tests
- Must have identified a person or position responsible for generating invoices for services

APPLICATION REQUIREMENTS

The City of Seaside invites qualified non-profit organizations to submit their applications for the public service activities described in the previous section through the City's online grants portal (City Data Services or CDS), which can be accessed at www.citydataservices.net. The City will begin accepting applications on Thursday, March 18, 2021 through 5 p.m., Wednesday, March 31, 2021. The City will hold a virtual application workshop at 1 p.m. on Tuesday, March 23, 2021. Please email hnoori@ci.seaside.ca.us to request access to the virtual Zoom application workshop.

Each Activity must have a unique application with a completed budget, national objective, scope of work, and timeline. Each Activity is stand-alone with a discrete budget and scope of work. Each Activity will have a stand-alone Funding Agreement for that Activity. Applicants are encouraged to review the attached draft Funding Agreement as a sample of the applicable terms and conditions.

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate.

Additionally, HUD requires that CDBG subrecipients provide their Federal Tax ID number and their Data Universal Numbering System (DUNS) number. The DUNS number is a unique nine-digit identification number provided by the commercial company Dun & Bradstreet. If you have a DUNS number, please include it in your application. If you do not have a DUNS number at the time of application, you will need to obtain one and provide it as a condition of receiving funding. You can wait to confirm whether you have been awarded funding to obtain the DUNS number. Please be aware that you must have a different nine-digit DUNS for each physical location or different address in your entity as well as each legal division that may be co-located.

All parts of the application and the required attachments must be submitted by the deadline. Applications must be submitted via the CDS and include all required attachments. The City encourages applicants to attend the City's CDBG-CV3 workshop at 1pm, on March 23, 2021.

APPLICATION SUBMISSION

Applications must be submitted online via the City's grants portal (CDS) (www.citydataservices.com) by 5 p.m., Wednesday, March 31, 2021. Applicants must ensure all required documents in PDF format are uploaded to the City's grants portal.

After the application submittal deadline, City staff may request clarifying information to make sure the application is complete and accurate and meets federal eligibility requirements. Applications requiring changes will be returned to draft status for correction. No Applicant may appeal the Department's evaluation of another Applicant's application.

New applicants, who do not have a login for CDS in any of the Monterey County jurisdictions, can use "SEA2021" as user name and password to create an account.

Applicants who do have a login for CDS for any of the jurisdictions in Monterey County should use their existing log in. Existing CDS user can access Seaside application via a button in the upper right corner of the page of the CDS portal.

If you are having any difficulty accessing CDS or have any questions related to CDS, please contact:

Chris Davidson or Steve Crouse
City Data Services

650-533-5933

citydataservices@yahoo.com

DISCLOSURE OF APPLICATION

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act ("PRA") (GC § 6250 et seq.). As such, the City may disclose any materials provided by the Applicant to any person making a request under the PRA. The City cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the City, the Applicant is waiving any claims of confidentiality, and consents to the City's disclosure of the Applicant's material upon receipt of a PRA request.

APPLICATION REVIEW PROCESS

The City of Seaside will convene a diverse selection committee (made up of City staff) to make award decisions to the City Council based on the review criteria described below. If the City of Seaside chooses to award a contract, that contract will be awarded to the Applicant whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest. The City of Seaside may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price.

APPLICATION REVIEW CRITERIA

The City of Seaside will base its selection on criteria that include, but are not limited to:

- **ABILITY:** Ability to realistically meet all RFP requirements
- **BILLING:** Commitment and systems proposed to bill for testing services
- **COMMUNITY CONNECTIONS:** History of trusted relationships with targeted population
- **COST:** Proposed budget per test
- **POPULATION(S) SERVED:** Plan to reach populations that are high priority and unlikely to access existing systems of care
- **READINESS TO PROCEED QUICKLY**

- SAFETY: Proposal addresses experience with privacy and safety requirements
- SITE: Proposed site selection considers accessibility, safety and populations served
- VOLUME: Number of tests and vaccines projected to be collected per week
- EXPERIENCE - the applicant's experience implementing similar programs or projects
- MATCHING CONTRIBUTIONS - Consideration will be given to the amount of non-CDBG funds committed to the project. The greater the financial support or leveraging from local and other sources, the greater the potential impact that CDBG funds will have on meeting local community needs.

APPLICANT'S PROPOSED PRICING

Applicants should submit a Budget that describes line-item costs broken down into at least the following categories. Applicants may use more categories if desired.

- Personnel cost by role, including hourly rates and fringe/benefits costs if included
- Lab test kits
- PPE supplies
- Infectious waste and trash disposal
- Costs to submit bills to public and private health insurers
- Administrative and overhead costs

Budget proposals will be considered "fixed price" proposals, and thus no payment will be made beyond the total Budget amount allocated for each activity.

TIPS ON PREPARING A PROJECT BUDGET

The budget tips and sample provided below are meant to serve as a guide, not a mandatory budget format. Your budget does not have to duplicate this format exactly.

- Clearly depict how much money is needed and how it will be used.
- The budget should include sources (income) and uses (expenses) of funds.

- Sources of funds should include names of other funding organizations and amounts pledged or received as well as amounts still needed to be raised and possible sources for those funds.
- Indicate the time period covered by the budget.
- Indicate if requested expenses are one-time or ongoing.
- Make sure that you have accounted for all costs, such as benefits and payroll taxes as well as salaries, so that there will be no surprises mid-project.
- Finally, make sure all the numbers add up.

SAMPLE BUDGET CATEGORIES

Below is a list of suggested budget categories to use when developing your proposal budget. The clearer you are about where funds are coming from and how they will be used, the easier it will be for the reviewer to assess your financial need.

Sources of Funds

- Federal/state/local grants or contracts
- Bequests
- Corporate and foundation grants
- United Way and federated campaigns
- Other fundraising, such as individual gifts and special events
- Other types of income (fees, membership dues, sales of publications or merchandise, etc.)

Uses of Funds (Expenses)

- Salaries, benefits, and payroll taxes
- Professional or consulting fees
- Insurance
- Travel and transportation
- Supplies, copying, postage
- Rent and utilities
- Maintenance
- Staff training and development
- Administrative overhead
- Equipment—non-capitalized (minor)
- Equipment—capitalized (major)
- Other services

Appendix A

COVID-19 Testing Scope of Services

The City of Seaside is seeking a reliable, cost-effective COVID-19 Testing and Lab Processing Services vendor. The site capacity will range from 25 to 100 appointments per day for one clinic per week.

Fixed Testing Site Capabilities:

- A. Vendor must be able to serve as the ordering and/or prescribing physician.
- B. Use diagnostic molecular assay e.g., PCR test showing combined sensitivity of greater than 90% and a specificity greater than 95%
 - 1. Or other test selected by mutual agreement of the selected vendor and Monterey County Health Department representative. (E.g. rapid point of care tests with CDPH approved sensitivity and specificity rates)
- C. Conduct up to 200 tests per day
- D. Vendor must be able to provide the following at each site (as applicable):
 - 1. Fixed sites containing pedestrian or drive-thru testing options as directed by City
 - 2. Pre-registration using an online portal and telephone
 - 3. On-site registration (schedule and capacity permitting) using either paper forms or electronic interface that site staff facilitate
 - 4. Wi-Fi, electricity, HVAC (or appropriate climate control for staff and participants), canopy, refrigeration, storage, (bilingual) signage, distancing tape, traffic cones, restroom options, waste pick-up, biohazard waste removal
 - 5. Personal Protective Equipment (PPE) for staff and patients consistent with Centers for Disease Control and Prevention (CDC), World Health Organization (WHO), and/or California Monterey County guidance
 - 6. All testing kits and materials including: swabs (including pediatric), transport media, specimen collection bags, and all materials necessary to store and transport samples according to all laws and regulations appropriate to the means of transport
 - 7. Trained staff with appropriate licensure for type of swab collection
 - 8. Trained staff for operations, and security
 - 9. Minimum twice daily pick-up, transport and delivery of samples to labs
 - 10. Ability to relocate within five (5) business days of notice from City.
Reasonable accommodation for people with disabilities and individuals with limited mobility
 - 11. Accommodation for people without access to internet or phone
 - 12. Ability to collect samples and register participants in the absence of internet connectivity (e.g., paper back up records, off-line access, etc.

13. Required lab processing turnaround time within 48 hours of specimen collection. This includes accomplishment of the following within 48 hours from specimen collection:

- Delivery of specimen to the lab
- Processing of specimen
- Results reported to CalREDIE
- Results reported to the patient

14. Interpreters to interpret and translate (e.g., English, Spanish, Tagalog)

E. City will coordinate appropriate space for drive-through locations, and/or facilities appropriate to service the minimum targeted number of tests per day.

F. Each Fixed testing site must be available either 7 or 2 days per week, depending upon which option the City selects.

G. Scheduled appointments must be available for a minimum of 6 hours per day. Any changes to appointments initiated by the vendor (e.g., cancellations, rescheduling) shall be communicated to the participant at least 24 hours prior to the appointment. In the event that the 24-hour notice cannot be met, vendor shall notify City immediately and prior to cancellation of appointments

H. Patient scheduling system or platform must be able to accommodate the evolving testing prioritization schemes (e.g., provide mechanisms to prioritize clients that are referred by contact tracing efforts to receive priority scheduling consideration, expedite tests for high-risk populations, etc.)

I. The awarded vendor may only invoice City solely on an all-inclusive per-test basis.

1. Per-test cost must be all-inclusive cost, including but not limited to: labor, testing materials, personal protective equipment, courier services, registration platform, call-center data transmission, etc.

J. The awarded vendor must be able to invoice insurance for services rendered to participants. Vendor must:

1. Secure data from all participants establishing income eligibility consistent with HUD regulations
2. Attempt to collect insurance information from all participants
3. Invoice and attempt to collect reimbursement or submit claims for each participant that provides vendor with insurance information
4. Vendor must reduce from monthly and/or final invoices to the City the amount the vendor recovers from insurance reimbursement.

Description of Registration and Results Reporting Process:

- A. Include onsite registration electronically or manually.
- B. Online registration shall be available in the following languages: English, Spanish, and Tagalog.
 - 1. Registration homepage must include dial-in phone number for individuals without access to email or computer
- C. Ability to support a call center
 - 1. Phone registration to allow call-in participants
 - 2. Hold times may not:
 - Exceed a 5 minute average each day
 - Exceed 15 minutes for any single caller
- D. Call center services must be provided in the following languages: English, Spanish, and Tagalog
- E. Appointment confirmation tracking may include: calendar sync, call reminders, email reminders, online booking, rescheduling, SMS reminders
 - 1. Participant can cancel the appointment at any time, allowing the appointment slot to reopen for other participants
- F. Participant results (positive and negative) must be sent to participant via preferred method (e.g., phone, email, text, onsite)
 - 1. Notify all positive patients via phone call by vendor service nurse with directions for emergent care, isolation, and information on contact tracing

Description of Lab Processing Services:

- A. The time from patient swab to patient notification of results may not exceed 48 hours.
- B. The time from patient swab to reporting of results in CalREDIE may not exceed 72 hours.
 - 1. The City will withhold payment for each test not reported within 48 hours.
 - 2. The City will invoke this provision after more than 5% of tests are not reported within the 48-hour timeframe.
- C. Report test results to all appropriate clinical personnel within 48 hours of collecting the specimen on a daily basis
- D. Process COVID-19 samples in a laboratory with Clinical Laboratory Improvement Amendments (CLIA) certification
- E. Electronic transmission of laboratory results (ELR) must be successfully submitted to California Office of Emergency Services (CalOES) laboratory metrics portal (<http://labmetrics.cdph.ca.gov/>) in addition to California Reportable Disease Information Exchange (CalREDIE) within 72 hours.
- F. Must submit COVID-19 results to the Monterey County Health Department (as applicable) within 48 hours

Description of Data Analytics:

- A. Comply with all federal, state & county privacy requirements including HIPAA
 - 1. Provide City with comprehensive daily updates in an acceptable data format (e.g., CSV) to include: Aggregate dashboard of testing statistics; Tests per day, per location; Tests per day, per demographic data; Positivity rate for asymptomatic and symptomatic participants, per person and location; first time participant vs. recurring participant; a data file including all information associated with each test (e.g., one row per test with all associated data).

- B. Collect and report all participant provided demographic data including: age, race, ethnicity, employment

Ensure that any reports, and any deliverable to the City be delivered in a manner to ensure non-discrimination and equal access to City services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws.

Appendix B

COVID-19 Vaccination Scope of Services

The selected vendor will provide staff and supplies for administering COVID-19 pop-up clinics throughout the City of Seaside. Final locations, dates, and number of clinics shall be determined by the City and agreed to by the provider. Specific responsibilities of the provider for each clinic are as follows:

A. Follow CDPH guidance and requirements

- 1) Follow evolving CDPH guidance.
- 2) Follow the most recent version of the California COVID-19 Mass Vaccination Plan including the protocol for prioritization of clients receiving vaccine based on specified criteria and phase of mass vaccination campaign.
- 3) Ensure any Seaside resident is eligible for COVID-19 vaccination, according to the established priority groups.

B. Manage vaccine and supplies

- 1) Ensure equipment and systems are in place for dictated cold chain integrity storage of vaccine depending on vaccination type. CDC guidelines shall be adhered to, as well as all information provided by the vaccine manufacturer in the vaccine insert (e.g., Pfizer to minus 80c, Moderna to minus 20c) upon execution of the contract.
- 2) Secure sufficient quantities of vaccine-associated supplies (e.g., syringes, needles, personal protective equipment, specialized storage equipment) in a timely manner and maintain a steady supply stream.

C. Establish vaccination site(s) hours, locations and registration process

- 1) Schedule and coordinate location, and hours of operation for open points of dispensing.
- 2) Provide immunization services at third party locations as designated by the State or as requested by said third parties. Immunization services may be required at facilities housing persons with special needs. Vendor shall ensure that its staff are appropriately trained and qualified to administer vaccines in all circumstances.

D. Provide a safe environment for staff and patients

- 1) Operate the vaccination clinic and environment in a manner that assures safety for staff and clients.
- 2) Ensure adequate staffing of healthcare providers licensed or authorized by law in the State of California to administer COVID-19 vaccines

- 3) Conduct health and temperature screenings for all staff and clients prior to entering the vaccination clinic. Persons with suspected illness must be excluded until the person has been screened for possible COVID infection.
- 4) Purchase and maintain personal protective equipment (PPE) appropriate for vaccination activities.
- 5) Establish appointment and/or queuing procedures to protect staff and clients to be vaccinated.
- 6) Establish infection control procedures to protect staff and clients to be vaccinated.

E. Provide COVID-19 vaccination clinic staffing and oversight

- 1) Ensure vaccine administration by an authorized licensed/certified vaccinator only and performed consistent with standards of medical care.
- 2) Ensure vaccinators are providers licensed or authorized by law in the State of California to deliver the vaccines, including surge staffing for vendor-operated pre-existing locations in the State.
- 3) Maintain adequate staffing to accomplish registration and address client questions and concerns.
- 4) Employ staff who are culturally and linguistically appropriate/ competent for the population(s) to be served.
- 5) Ensure the vaccination clinic is under the direction or oversight of a professional licensed by the State of California and authorized to issue Standing Orders that allow qualified immunizers to administer vaccinations without a client-specific order.

F. Counsel clients about COVID-19 vaccine before vaccination

Vaccination clients must be educated about COVID-19 vaccine before administration. Vendors must:

- 1) Provide intended vaccine client with the appropriate FDA Emergency Use Authorization (EUA).
- 2) Answer intended vaccine client's questions or concerns.
- 3) Provide vaccination regardless of health insurance status or immigration status.

G. Administrate COVID-19 vaccine

Vendors must follow the FDA Emergency Use Authorization (EUA) that is specific to the vaccine product to be administered. In addition, medical guidelines for client screening should be established at each site.

- 1) Determine eligibility for each client to receive COVID-19 vaccine.
- 2) Screen client for contraindications to vaccination, which at the present time includes age, history of anaphylaxis to injectable medical products, and prior reaction to COVID-19 vaccine.
- 3) Maintain familiarity with vaccine products, eligibility criteria, and vaccine contraindications, as these will continue to change.
- 4) Prepare vaccine for injection in accord with manufacturers' recommendations, as provided in the EUA for providers.

- 5) Administer the vaccine according to manufacturers' recommendations, as provided in the EUA for providers, and in a manner that is consistent with accepted medical practices.

H. Observe post-administration of COVID-19 vaccine

Although acute adverse events are rare following vaccination, the vendor must be prepared to handle urgent post-vaccination events.

- 1) Create a response protocol for serious allergic events, e.g., anaphylaxis, that might follow COVID-19 vaccination.
- 2) Train all clinical staff about responding to anaphylaxis.
- 3) Maintain medical supplies for treating anaphylaxis, including injectable epinephrine. Advanced levels of treatment are not required. Initiating a response through 9-1-1 Emergency Medical Services is adequate.
- 4) Establish a 15-minute observation for all clients following vaccination. For clients with histories of any serious allergy, the observation period should be increased to 30 minutes. Note: Observation periods can be conducted in non-clinical areas and involve non-clinical staff; however, a clinician with Advanced Life Support Certification must always be ready to respond.
- 5) Encourage clients to participate in the CDC's v-safe program, which is an online reporting software that allows easy reporting of post vaccination symptoms.
- 6) Report all serious adverse events to COVID-19 vaccination to CDPH.

I. Document post-administration of COVID-19 vaccine

- 1) The staff administering the vaccine must complete all required data in the Vaccine Administration Record or its equivalent, such as in an Electronic Health Record.
- 2) Provide a completed vaccination card to the vaccinated client or their caregiver.

J. Second dose vaccine requirements

COVID-19 vaccines that are currently authorized by FDA EUA require a second dose. The interval between doses is dependent on the product used. Vendors must:

- 1) Advise the client on when the second dose is due.
- 2) Assure that client understands the requirement that the second dose must be the same product used as the initial dose.
- 3) If possible, provide an appointment for the return visit for the second dose of vaccine.
- 4) Implement a reminder-recall system for clients who miss second dose appointments.

K. Data collection

- 1) Work with CDPH to identify mandatory data elements appropriate for the vaccination clinic.
- 2) Employ a data system or data table or other digital means to capture the required elements. Indicate the data solution proposed for use, which must receive prior approval for use by CDPH.

- 3) Train staff on inputting data elements into the selected data system.
- 4) Enter vaccination data into I-CARE within 24 hours of a vaccination clinic.

L. Data reporting

- 1) Provide monthly summary reports on vaccination activities performed.
- 2) Include information on events that may not be captured in daily data transfers. For example, numbers of clients who present for vaccination but are determined to be ineligible, clients with adverse events following vaccination, etc.
- 3) Periodic reporting of client knowledge, perceptions, and opinions on COVID-19 vaccination preferred for inclusions.

M. Establish and implement billing processes and assure no out-of-pocket charges to clients

- 1) Under no circumstance may the vendor charge clients a co-pay, deductible allowance, or other fee related to the visit.
- 2) Collect health insurance information for vaccinated persons if applicable.
- 3) Bill indicated health insurance for vaccination administration costs, including for private health insurance plans, Medicaid plans, and Medicare if applicable.
- 4) Participate in the federal COVID-19 Claims Reimbursement Program to obtain reimbursement for vaccinating uninsured people.
- 5) Adhere to all applicable Centers for Medicare and Medicaid (CMS) COVID-19 requirements.

EXPERIENCE

Vendor must minimally provide details of at least three of its annual flu immunization program or immunization program experiences, that demonstrate history of providing successful administration, project tracking and quality control services where immunization of a subset of or the entire population of a state was intended. Details of additional immunization programs that involve a vaccine that requires at least one additional dose within a specified timeframe are desirable.

Appendix C

Draft CDBG-CV Funding Agreement

CDBG FUNDING AGREEMENT

FISCAL YEAR xv9

WITH

xvc7

INDEX

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CDBG FUNDING AGREEMENT

This Community Development Block Grant Agreement (“Agreement”), made and entered into this First day of July xv9 by and between the City of Seaside, a municipal corporation, ("City"), and xv1, a California non-profit corporation, with 501 C 3 status ("Grantee").

RECITALS

WHEREAS, City annually receives Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of the CDBG Program as set forth by Congress is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities; and

WHEREAS, City has decided to allocate CDBG public service funding to a limited number of subrecipient grantees pursuant to Title 24 Section 570.201(e) of the Code of Federal Regulations; and

WHEREAS, Grantee has applied to City for 2020-2022 CDBG public service funding to reimburse Grantee for a portion of the cost of providing services to the community;

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties hereto agree as follows:

PART I – AGREEMENT

Section 1. Definitions (as used in this Agreement)

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

a. "Community Improvement Program" means the City's comprehensive Community Development Block Grant Program.

b. Community Based Development Organization shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified by HUD in the Community Development Block Grant regulations (24 CFR 570.208) that is authorized to use CDBG funds to carry out certain special activities.

- c. "HUD" means the U.S. Department of Housing and Urban Development or a person authorized to act on behalf of the Department.
- d. Community Development Block Grant, "CDBG" or "Block Grant" means the Community Development Block Grant program.
- e. "Proposal" means the Grantee's application submitted to the City of Seaside requesting CDBG funding.

Section 2. Term

This Agreement shall commence on July 1, xv9 and shall expire on June 30, xva0, unless suspended or terminated sooner pursuant to the terms of this Agreement. This Agreement may not be extended beyond the term set forth in this section.

Section 3. Statement of Work

This Agreement, including attached budget and scope of work, is to be performed in accordance with Grantee's FY 2020-2022 Funding Proposal ("Proposal") submitted on January 10, 2020, and addendums as applicable, on file at the City of Seaside, Community and Economic Development department, and incorporated herein by this reference.

Section 4. Funding

a. **Purpose:** The City shall provide funding to Grantee's **xva3** program, as outlined in the "Scope of Work, Attachment A". CDBG funds received under a grant from HUD are the source of funds to be used by City for payment to Grantee.

b. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to the Grantee under this Agreement for services rendered shall not exceed **xv6** as outlined in the "Budget, Attachment B".

c. **Funding Availability:** Funding is contingent upon services provided under this Agreement meeting the National Objective of benefit to low/moderate income persons, as outlined in Title 24, Code of Federal Regulations, Section 570.208(a). The availability of said funds is subject to the control of the United States Government, Department of Housing and Urban Development and should said funds be encumbered, withdrawn or otherwise made unavailable to the City, whether earned by or promised to the Grantee, Grantee shall not be paid said funds until they are available for payment. No other funds owned or controlled by the City shall be paid under this Agreement unless specifically permitted by the City Council of the City of Seaside.

It is specifically understood and agreed by Grantee that the funds herein authorized for the programs, projects, and services to be undertaken and performed pursuant to this Agreement constitute all of the money presently available for the purpose of this Agreement; that future

additional funding of any such programs, projects, or services beyond the term of this Agreement, by any new Agreement or amendment or extension of this Agreement, will depend not only upon the satisfactory performance of this Agreement by the Grantee, but also upon the availability and allocation to the City for such purposes; that neither the City, nor any employee of the City, has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to the Grantee for the purpose of this Agreement over and above the funds expressly allocated thereto under the terms herein.

Grantee is advised that because additional funding may not be available beyond the term of this Agreement for the completion of any unfinished project or the continuation of any ongoing program or service, Grantee is expected to structure and conduct each project and program in such manner that it may be readily completed or terminated with a minimum of waste or loss in the event no further funding thereof is available.

d. Method of Payment: The City will provide payment for program costs acceptable to the City covered by this Agreement on a quarterly basis upon receipt of a "Request for Funds" report and a quarterly "Activity Data Collection" report from the Grantee. The Request for Funds report must indicate the services provided broken down by expenditures and the amount of payment requested consistent with Attachment B of the Agreement. At the end of the year, prior to final payment, the Grantee shall submit the Cumulative Data Collection Form and Annual Program Narrative Report with reimbursement request.

Grantee shall request funds only for authorized budget item(s) and the request shall be approved by the City's Community Development Manager or his or her designee prior to payment. **Payment requests shall be due on the fifteenth day of each month following the end of the quarter.** Quarterly payments shall be reimbursed based upon the prior quarter's expenditures and appropriate documentation must be submitted with the request. "Request for Funds" submitted incorrectly or without copies of documentation verifying costs shall be returned to the Grantee. Funding shall only be provided for expenses incurred or services provided during the period commencing July 1, xv9 and ending June 30, xva0. **Payment requests received by City after July 31, xva0 shall not be considered for payment.** If an agency misses one or more reporting periods this information will be given to the CDAC for consideration when determining the following year application request.

e. Program Budget Modifications: Upon written request by the Grantee, the City's Community Development Manager may authorize a budget or program revision. The Community Development Manager may determine a program revision is necessary to meet the intent of the CDBG program. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph b.

f. Unexpended Funds: When a portion of the approved budget amount is not expended or encumbered, the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by the City's Community Development Manager or his/her designee.

g. Improperly Expended Funds: If the City has reason to believe that any funds disbursed to the Grantee under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Grantee, in writing, of the facts or conduct which warrant(s) such belief, and shall provide the Grantee reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If the Grantee fails to demonstrate such compliance to the satisfaction of the City within ten (10) days, upon request by the City, Grantee shall immediately refund to the City the amount determined to be improperly expended.

The provisions of this paragraph shall be in effect during the terms of this Agreement and for four years thereafter, or until such time as HUD shall have certified after audit, that all funds disbursed to Grantee under this Agreement were expended in accordance with the terms and conditions hereof.

Section 4A. Other Program Requirements

a. Monitoring: The City will monitor the Grantee to ensure that the CDBG funds granted through this Agreement are used in accordance with all program requirements (24 CFR 570.501 & 24 CFR Part 200) and to determine if Grantee is meeting its objectives listed in Grantee's Scope of Work, as submitted to the City. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a specified period of time after being notified by the City, contract suspension or termination procedures will be initiated.

b. Evaluation: The City reserves the right to survey the Grantee's clients to evaluate service delivery. If the City elects to mail questionnaires directly to the Grantee's clients, Grantee shall provide the City with clients' names and addresses. The City agrees to ensure that all client information shall remain confidential. Following receipt of client responses, the City shall forward a summary of the results to the Grantee.

c. Disclosure of Confidential Client Information: City and Grantee agree to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, or his or her Guardian, such information shall be provided to City only as necessary for purposes related to the performance of evaluation of the services or work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the contract, including those furnishing services under the program through subcontracts.

Section 5. Records and Reports

The Grantee shall provide to the City's Community Development Manager or his/her designee, a Quarterly Activity Report, in a form determined by the City, so that the City may meet its record keeping and reporting requirements to HUD. These reports shall be due by the fifteenth day of each month following the end of the quarter, and will reflect the prior quarter's activities.

As required by the City and HUD, Grantee shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by the City at City’s principal place of business (440 Harcourt Avenue, Seaside, California), HUD or designated agents thereof upon request as specified in 24 CFR Part 570, Sections 570.502(a)(16), 570.506, and 570.508. The Grantee shall maintain all records required by the regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities funded under this agreement; including but not limited to:

- a. records that demonstrate activities meet one of the National Objectives of the CDBG program;
- b. records required to determine the eligibility of activities;
- c. records documenting compliance with fair housing and equal opportunity components of the CDBG program;
- d. financial records as required by 24 CFR 570.502 and 24 CFR 200; agreeing to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- e. records that demonstrate client eligibility for services provided including but not limited to client name, address, income, or other basis for determining eligibility, and description of service provided, reports of milestones and schedules of programs as requested, outlined in 24 CFR Parts 200 etc.
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570
- g. Annual Program Narrative Report **due July 15, xva0** (*data to be reported on prior years activities*)

The grantee shall retain all records specified under this Agreement for a period of five years after the termination of the Agreement.

Section 6: Insurance

a. Grantee shall, throughout the duration of this Agreement maintain comprehensive general liability and property insurance covering all operations of the Grantee, its agents and employees, performed in connection with this Agreement including, but not limited to premises and automobile.

b. Grantee shall maintain the following minimum limits:

General Liability:

Combined Single Limit Per Occurrence	\$ 1 million
General Aggregate	\$ 2 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence	\$1 million
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(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Worker's Compensation with Full Liability Coverage

- c. All insurance companies with the exception of Workers Compensation and professional errors and omissions affording coverage to the Grantee shall be required to add the City of Seaside, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to City its officers, employees, agents, or volunteers. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.
- d. All insurance companies affording coverage to the Grantee shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California, and shall be written insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater.
- e. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Seaside should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- f. Grantee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk Manager, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. The Grantee shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- g. Grantee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Grantee to provide such a substitution and extend the policy expiration date shall be considered a default by the Grantee. In the event Grantee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Grantee shall provide written confirmation of renewal in a form satisfactory to the City, to act as proof of

insurance only until such time as a certificate of insurance has been received by City.

- h. Maintenance of insurance by the Grantee as specified in the Agreement shall in no way be interpreted as relieving the Grantee of any responsibility whatever and the Grantee may carry, at its own expense, such additional insurance as it deems necessary.

Section 7. Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the acts or omission of Grantee, its employees, subcontractors, or agents, arising from this Agreement and the Grantee's service hereunder, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents or volunteers. It is understood that the duty of Grantee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Grantee shall at its own expense, upon written request by the City, defend any such suit or action brought against the city, its officers, agents or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Grantee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

Grantee shall reimburse the City of Seaside for all costs and expenses (including but not limited to fees and charges of attorneys and other professionals and court costs) incurred by the City in enforcing the provisions of this Section.

Section 8. Subcontracts

Grantee may contract with one or more third parties (subcontractors) to carry out a portion of the services and program described in the Proposal, insofar as Grantee deems such to be proper and efficient and as approved by the City.

Prior to Grantee entering into any agreement for any person or organization to render said services, the Grantee shall obtain written approval from the Community Development Manager or his/her designee. Such subcontracts, together with all other activities by or on behalf of the Grantee, shall not require payment in excess of the City's portion of the total project budget as stated in Part I, Section 4 b, of this Agreement. The subcontractor shall be subject to the same terms and conditions that the Grantee is subject to under this Agreement and the Grantee shall ensure the terms of this Agreement are expressly set forth in any agreements in it may have with any such subcontractors. The City shall in no event be liable to any subcontractor or any other creditor of the Grantee, and shall be liable to the Grantee only in accordance with the terms and conditions of this Agreement.

Section 9. Amendment

Where it is determined by the Community Development Manager or his/her designee that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the City Council, and by the Grantee, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the City Manager or his/her designee.

Section 10. Assignment

There shall be no assignment of rights or obligations under this Agreement without prior written approval of the Community Development Manager. This Agreement restricts the right of the Grantee to assign rights and responsibilities and restricts the right to modify this Agreement. Written notification requesting reassignment of modifications to effectuate the assignment and the modification of the rights and responsibilities under the Agreement must be requested along with a current copy of the IRS letter regarding tax status on any possible merges. Any changes of this agreement must be signed by the Board of Directors, of the Grantee, if a corporation, or the management if not a corporation, and the City of Seaside.

Section 11. Suspension and Termination

If Grantee materially fails to comply with any term of this Agreement, the City may suspend or terminate the Agreement in whole or in part. The City or Grantee may terminate the Agreement with or without cause. The Grantee may terminate the Agreement upon no less than thirty (30) days receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports of the Grantee, become the property of the City and the Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, to the date of termination.

In no event shall any payment by City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of Grantee, nor shall such payment impair or prejudice any remedy available to City with respect to the breach or default. City expressly reserves the right to demand of Grantee the repayment to the City of any funds disbursed to Grantee under this Agreement which were not expended in accordance with the terms of this Agreement, and Grantee agrees to promptly refund any such funds upon demand.

Notwithstanding the above, the Grantee shall not be relieved of liability to the City for damages sustained by the City or others by virtue of any breach of the Agreement by the Grantee, and the City may withhold any payments to the Grantee for the purpose of set off until such time as the exact amount of damages due the City from the Grantee is determined.

Section 12. Terms and Conditions

This Agreement is subject to and incorporates the provisions attached hereto, and by this reference made a part hereof, which provisions constitute Part II, "Supplemental General Conditions," attached to this Agreement; and/or any written amendment(s) to this Agreement mutually agreed upon by the parties hereto. To the extent that any of the term and conditions of Part I of this Agreement are inconsistent or otherwise in conflict with any of the terms of Part II of this Agreement, the terms and conditions of Part II shall take precedence and apply.

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the Community Development Block Grant Program, and Grantee agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the City Hall.

PART II - SUPPLEMENTAL GENERAL CONDITIONS

Section 1. Program Income

Any income generated by Grantee from the use of CDBG funds must be immediately reported as earned and returned to the City.

Section 2. Uniform Administrative Requirements

a. **Establishment and Maintenance of Records:** Grantee shall comply with the requirements and standards of Federal Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations", and 24 CFR Part 200 24 CFR Part 200 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders. No additional procurement standards or requirements shall be imposed upon recipients, unless specifically required by Federal statute or Executive Order or approved by Office of Management and Budget.

24 CFR Part 570, Section 570.505 (a) through (d) states the standards -applicable to the use of real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG Program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

Records shall be maintained in accordance with any other requirements prescribed by HUD or the City with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of five years after receipt of the final payment under this Agreement per 570.502 (a)(16).

b. Documentation of Costs: All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to the City upon reasonable request.

Section 3. Title VI of the Civil Rights Act of 1964

No person shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the performance of this Agreement.

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Grantee. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be "limited English proficient," or "LEP." Grantee shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Grantee;
- 2) The frequency with which LEP persons come in contact with the program;
- 3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4) The resources available to the Grantee and costs of modifying existing procedures.

After performing the four-factor analysis, the Grantee is encouraged to document the analysis and outcome and to develop a Language Access Plan (LAP). The LAP identifies the Grantee's immediate and longer-term plans for providing language services, which might include identifying LEP individuals who need language assistance, measures by which a Grantee's staff will provide language services, how a Grantee will train its staff to implement the LAP, providing public notice of the language services Grantee provides, and self-assessment and monitoring by the Grantee of its LAP.

Section 4. Executive Order No. 11063

Grantee shall not discriminate because of race, color, religion, sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities, or in the use or occupancy thereof, if property is provided for in whole or in part by a grant of CDBG funds.

Section 5. Nondiscrimination

a. Fair Housing Act [42 U.S.C. 3601 et seq.]. No person shall, on the grounds of race or color, religion, sex, national origin, familial status, or disability be excluded from

participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] No person shall, on the grounds of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

c. Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794] No otherwise qualified individual with a disability shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Agreement.

i. A Grantee that employs less than fifteen (15) persons shall:

(a) Take appropriate steps to ensure effective communication with applicants, determine auxiliary aids necessary, adopt and implement procedures to ensure that interested person can obtain information concerning the existence and location of accessible services, activities, and facilities. [24 CFR §8.6]

(b). Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of Section 504 and the implementing federal regulations; modify any policies and practices that do not meet the requirements; take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation; maintain on file for at least three years following completion of the evaluation, make available for public inspection and provide to the responsible civil rights official a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and of any remedial steps taken. [24 CFR §8.51]

ii. A Grantee that employees fifteen (15) persons or more shall implement (i)(a) and (i)(b) above and in addition:

(a) Designate at least one person to coordinate its efforts to comply with the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(a)]

(b) Adopt grievance procedures that incorporate due process standards that provide for the prompt and equitable resolution of complaints alleging any action prohibited by the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR §8.53(b)]

- (c) Take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees that the Grantee does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. [24 CFR §8.54]

d. Subtitle A of Title II of the Americans with Disabilities Act of 1990 [42 U.S.C. 12131]. No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity under this Agreement.

i. A public entity that employs less than fifty (50) persons shall:

- (a) Evaluate its current services, policies, and practices, and the effects thereof, and to the extent that such do not or may not meet the requirements of Subtitle A and the implementing federal regulations, shall proceed to make the necessary modifications. [28 CFR §35.105]

- (b) Make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Part 35 and its applicability to the services, programs or activities of the public entity, and make such information available to them in such a manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Americans With Disabilities Act and Part 35. [28 CFR §35.106]

- (c) TDD's (telecommunication devices for the deaf) or equally effective telecommunication systems shall be used to communicate by telephone with individuals with impaired hearing or speech. [28 CFR §35.161]

ii. A public entity that employs fifty (50) persons or more shall implement (i)(a), (i)(b) and (i)(c) above and in addition:

- (a) Designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities including any investigation of any complaint alleging noncompliance or any actions prohibited by ADA, make information about designated person available to all interested individuals, adopt and publish grievance procedures providing prompt and equitable resolution of complaints alleging any prohibited action. [28 CFR §35.107]

- (b) Take appropriate steps to ensure communication with applicants, participants, and members of the public with disabilities are as effective as communications with others, furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, enjoy the

benefits of, a service, program or activity, determine what type of auxiliary aid and service is necessary, give primary consideration to the requests of individuals with disabilities. [28 CFR §35.160]

Section 6. Conflict of Interest

a. Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

b. Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials: No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

c. Interest of Members, Officers, or Employees of Grantee and Sub-grantees: No employees, officer or agent of Grantee or any sub-grantee shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Any interest on the part of the Grantee or his employees must be immediately disclosed to HUD and to the City.

Section 7. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the City's CDBG fund any unexpended funds and any accounts receivable attributable to the use of CDBG funds. Residual assets derived from Grantee's use of CDBG funds, such as fixtures and equipment, shall vest with the City upon the end of this Agreement. The City reserves the right to monitor and verify the continued proper management of the Grantee's assets derived from CDBG funding, if any.

Section 8. Lobbying Prohibited

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Grantee shall require that this Section be included in the award documents for all sub-awards at all tiers in connection with this Agreement and that all subrecipients shall certify and disclose accordingly.

Section 9. Faith-based Activities

a. Faith-Based Activities Organizations: 24 CFR Part 570, Section 570.200 (j) (2) states Faith-based activities organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the CDBG funded programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

b. Religious Organizations: 24 CFR Part 570, Section 570.200 (j) (3) states a religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icon, scriptures, or other religious symbols. A CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Religious Discrimination: 24 CFR Part 570, Section 570.200 (j) (4) states an organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

d. Subrecipients. Any subrecipient of CDBG funds provided under this Agreement shall abide by the terms under faith-based activities as described in Title 24 CFR 570.200 (j) with religious activities.

Section 10. Audits and Inspections

The Grantee will, at any time during normal business hours and as often as the City, HUD, citizens and/or the Comptroller General of the United States may deem necessary, make

available to the City, HUD, citizens in accordance with the state and/or federal or local law and/or representatives of the Comptroller General for examination of all of the Grantee's records with respect to all matters covered by this Agreement. The Grantee will permit the City at City's principal place of business (440 Harcourt Avenue, Seaside, California), HUD, citizens, notwithstanding 24 CFR 85.42(f), recipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality and/or representatives of the Comptroller General to audit, examine and make excerpts, copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement in accordance with local, state, or federal law.

Section 11. HUD Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or the City at any time, or if the grant to the City under Title I of the Housing and Community Development Act of 1974, as amended from time to time, is suspended or terminated.

Section 12. Prohibition Against Payment of Bonus or Commissions

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Section 13. Copyrights

If this Agreement or its performance results in a book or other copyrightable material, the author is free to copyright the work, but the Department of Housing and Urban Development and the City reserve the royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all copyrighted material and all material which can be copyrighted.

Section 14. Patents

Any discovery or invention arising out of or developed during the course of work aided by this Agreement shall be promptly and fully reported to the City for the sole determination by the Department of Housing and Urban Development and the City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Section 15. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The Grantee shall comply with provisions of the Hatch Act which limits political activities of employees.

Section 16. Board of Directors

Grantee shall provide the City of Seaside with information regarding any changes in the Board of Directors or the management of the Grantee no later than ten (10) days from the official notification.

Section 17. Notices

Any notices under this Agreement shall be sent to the parties by personal delivery, by facsimile, or by certified mail, return receipt requested, postage prepared in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The parties designate the following names, titles, addresses, and telephone numbers:

City:

Craig Malin.
City Manager
City of Seaside

440 Harcourt Avenue
Seaside, California 93955
Telephone: 831-899-6700

Grantee:

Name xv2
Title Executive Director
Organization xv1
Address xv3
xv4
Telephone xv3
email address xv4

Section 18. Legal Representation

Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

Section 19. Joint Representation

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

Section 20. Warranty of Authority

Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

Section 21. No Waiver of Rights

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or of any other promise. A waiver by the City of any one or more of the conditions of performance within this Agreement shall not be construed as a waiver (s) of any other condition of performance under this Agreement.

Section 22. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Section 23. No Third Party Rights

The parties do not intend for any third party to obtain a right by virtue of this Agreement.

Section 24. Modification

No amendments to or changes to this Agreement may be made, except by a writing expressly authorized and signed by the City and Grantee.

Section 25. Severability

It is the intent of the parties that in the event that any provision herein is held to be invalid, the remaining provisions shall continue in full force and effect unless enforcement of the Agreement so modified would frustrate the purpose of this Agreement.

Section 26. Further Assurances

Each party agrees to do such further acts and things and do and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in a manner contemplated hereby.

Section 27. Entire Agreement

This Agreement constitutes the entire agreement between the City and Grantee and is the final expression of the City and Grantee with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. City and Grantee acknowledge that any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the City and Grantee.

Section 28. Rights and Obligations

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 29. Attorney Fees

In case suit shall be brought to interpret or enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the case shall be handled in Monterey County, California, and the prevailing party in such action shall be entitled to recover their actual attorney fees approved by a Court of competent jurisdiction in addition to such costs as may be allowed by the court. If awarded, City's attorneys' fees shall be calculated at the market rate

IN WITNESS WHEREOF, as authorized representatives of the CITY OF SEASIDE and xvc7, a non-profit corporation, have executed this Agreement.

For: CITY OF SEASIDE

For: GRANTEE

By: _____
Craig Malin, City Manager

By: _____
xv2
Executive Director

ATTACHMENT A

XVC7

PURPOSE OF FUNDING

xvc8

SCOPE OF WORK

HUD PERFORMANCE MEASUREMENT

OBJECTIVE: xvd1

OUTCOME: xvd2

PROPOSED NUMBER OF UNITS TO SERVE: xvc6

TYPE OF UNIT: xvd0

USE OF FUNDS

xva5

PROGRAM OUTCOMES AND MEASUREMENTS

Below is a chart with a list of outcomes and corresponding measurements. Data for this chart MUST be maintained in the CDBG Program file. This information will be required to be submitted at the end of the year for the writing of the annual Consolidated Annual Performance and Evaluation Report and will continue to evaluate future grantee performance.

xvc1

**ATTACHMENT B
XVC7**

**PURPOSE OF FUNDING
XVC8**

BUDGET

xvbudget

**REQUIRED DOCUMENTATION FOR REIMBURSEMENT
(Quarterly Basis)**

Employee Work Logs and Timesheets
Copy of Cancelled Checks
Quarter Activity Data Collection Form

REIMBURSEMENT SUBMITTAL DEADLINES

1ST Quarter – October 15, xv9
2nd Quarter – January 15, xva0
3rd Quarter – April 15, xva0
4th Quarter – July 15, xva0

**REQUIRED DOCUMENTATION FOR REIMBURSEMENT & COMPLETION
(Annual Basis)**

Cumulative Data Collection Form
Annual Program Narrative Report

REIMBURSEMENT SUBMITTAL DEADLINE

Annual – July 15, xva0