

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

20D-1029

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

San Benito Co. Health & Human Svcs Agency, Comm Svcs & Workforce Development

2. The term of this Agreement is: October 1, 2019 through December 31, 2020

3. The maximum amount of this Agreement is: Total \$12,902.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Part I

Preamble

Article 1 - Scope of Work

Article 2 - Contract Administration, Procedure

Article 3 - Agreement Changes

Article 4 - Administrative Policies and Procedures

Article 5 - Administrative and Program Expenditure Requirements

Article 6 - Reporting Policies and Procedures

Article 7 - Program Policies and Procedures

Article 8 - Program Implementation

Article 9 - Training, Licensing and Certifications

Article 10 - Compliance Policies and Procedures

Article 11 - Federal and State Policy Provisions

Definitions

Table of Forms and Incorporated Documents

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 10-7-19
DEPUTY COUNTY COUNSEL DATE

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

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)					
San Benito Co. Health & Human Svcs Agency, Comm Svcs & Workforce Development					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP					
1111 San Felipe Road Ste., 108, Hollister, CA 95023					
PRINTED NAME OF PERSON SIGNING				TITLE	
CONTRACTOR AUTHORIZED SIGNATURE				DATE SIGNED	
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME					
Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP	
2389 Gateway Oaks Drive, Suite 100		Sacramento	CA	95833	
PRINTED NAME OF PERSON SIGNING		TITLE			
Brian Dougherty		Deputy Director, Administrative Services			
CONTRACTING AGENCY AUTHORIZED SIGNATURE				DATE SIGNED	

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STANDARD AGREEMENT**PREAMBLE**

This subvention agreement, for the implementation of the Disgorgement Assistance Program (DAP) in program year 2020, funded by the October 30, 2017 Federal Energy Regulatory Commission (FERC) and Barclay's Bank Settlement Agreement is entered into between the Department of Community Services and Development, a department of the State of California ("CSD" or "Department") and the contractor named on Form STD 213, the face sheet of this document, and shall be effective and enforceable on the date last signed.

WHEREAS:

- I. The FERC approved a Settlement with Barclays Bank PLC on November 7, 2017 resolving the Commission's claims against the bank for violations of the Federal Power Act and the Commission's Anti-Manipulation Rule. The Agreement provides that \$9.4 million shall go to the Low-Income Home Energy Assistance Program in California for the benefit of the electric energy customers.
- II. CSD shall allocate \$6.9 million of the settlement to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.4, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.
- III. CSD's Network administers CSD's federal energy programs, the Low-income Home Energy Assistance Program ("LIHEAP") and the Department of Energy, Weatherization Assistance Program (DOE WAP), as well as other CSD programs funded by the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Health and Human Services ("HHS").

NOW THEREFORE, with due regard to the above-stated principles, and in consideration of the promises and the mutual agreements and covenants hereinafter set forth, CSD and CONTRACTOR hereby agree as follows:

STANDARD AGREEMENT**ARTICLE 1 – SCOPE OF WORK****1.1 General**

Contractor shall provide Weatherization (WX), Home Energy Assistance Program (HEAP), and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

1.2 Service Area

- A. The services shall be performed in the Service Territory comprised of the following service area(s):

The DAP Contract Numbers, Contractors, and Service Territories listing may be accessed at <https://providers.csd.ca.gov/Energy/Contracts.aspx>.

- B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at <https://providers.csd.ca.gov/Energy/Contracts.aspx> to determine the zip codes for their respective area.

1.3 Term and Amount of Agreement

- A. The term of this Agreement shall be for the period represented on the face sheet (Form STD 213).
- B. The contract amount as represented on the face sheet (Form STD. 213) of this Agreement consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).
- C. Direct Services and Utility Assistance, as defined in Part II Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Agreement.

1.4 Program Authorities – Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

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1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §§ 8621 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
 2. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and
 3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).
- B. Conflict of Laws. Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law, such as 45 CFR 96.30, allows for the application of state law.
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and
 2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).
- C. CSD shall provide Contractor with short-term program guidance to inform or direct immediate action to correct a problem or provide relief from an obligation in the form of a "CSD Program Advisory (CPA) No. XX-XXX" posted at <https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx>.
- D. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the DAP program, and as a condition of receipt of funds under the program, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx>;
 2. That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XXX" posted at <https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx>;

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3. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 4. That such guidance shall be reasonably necessary to realize the purposes of DAP;
 5. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
 6. Contractor shall notify CSD within 10 working days of issuance of a CPN, if contractor is unable to fulfill its obligations under the new guidance;
 7. That the parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph C 5 and C 6, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
 8. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment or CPN as contemplated in subparagraph C 5 and C 6 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- E. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.
- F. Contract Elements Integral to Agreement and Enforceability Conditions
1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Contractor Certification Clause (CCC-04/2017)
 - c. Current Insurance or Self-Insurance Authority Certification

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- d. Board Resolution authorizing execution of this Agreement
 - e. Agency Staff and Board Roster (CSD 188).
2. Forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated forms. The approved forms shall become part of this Agreement.
- G. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

1.5 DAP Program Coordination and Leveraging Requirements

The following principles shall guide and inform the implementation of DAP when providing initial weatherization services:

- A. DAP weatherization measures shall be leveraged with the full complement of applicable LIHEAP or DOE weatherization services within the Contractor's DAP Service Territory as defined in Section 1.2.
- B. Because DAP is intended to be leveraged as a companion program to LIHEAP, the parties intend that, to the greatest extent possible, DAP and LIHEAP shall employ, and be subject to, the same requirements, rules, procedures, and processes in order to simplify and facilitate program implementation. To that end, Contractor's LIHEAP and DOE Contract, is hereby made a part of this Agreement and is incorporated by reference and shall be the authority for contract and program implementation, *unless* there are inconsistencies between the LIHEAP and DOE Contract and this Agreement. When contradictions or inconsistencies between DAP and LIHEAP or DOE program requirements exist, each respective contract shall be controlling for the program in question.

STANDARD AGREEMENT**ARTICLE 2 – CONTRACT ADMINISTRATION, PROCEDURE****2.1 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”**

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement and are fully binding on the parties in accordance with state law. The provisions in their entirety are found at the Department of General Services’ website at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Click the “GTC 04/2017” link to download the current requirements

2.2 State Contracting Requirements – “Contractor Certification Clauses, CCC 04/2017”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement and are fully binding on the parties in accordance with state law. The provisions in their entirety are found at the Department of General Services’ website at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Click the “CCC 04/2017” link to download the current requirements

2.3 Contractor’s Option of Termination

A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in this Agreement, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective 30 days after receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with

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the program guidance and contract provisions in effect at the time the cost was incurred.

- C. Contractor shall, within 60 days of termination, close out the contract in accordance with contractual closeout procedures.
- D. CSD may at its option, without further obligation to Contractor, procure a replacement provider for Contractor's service area in accordance with this Agreement and state law.

2.4 Budget Contingencies**State Budget Contingency**

- A. It is mutually agreed that if funds are not appropriated for implementation of DAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the State shall be obligated to pay only for jobs that are already in-progress or committed in writing, prior to Contractor's receipt of written notice from CSD. Thereafter, the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and there shall be no obligation for further performance of this Agreement by the State or Contractor, excepting only such obligations as are intended to survive contract termination or the end of the contract term, such as, but not limited to, contract closeout and final settlement.
- B. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination, in which event the State shall be obligated to pay only for jobs that are already in-progress or committed in writing prior to Contractor's receipt of written notice from CSD. Thereafter, the State and Contractor shall have no further obligations under this Agreement except for contract closeout obligations and final settlement.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to

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which the program is assigned.

- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:
 - 1. To Contractor's address of record; and
 - 2. To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833