

**SUBRECIPIENT AGREEMENT**

**BETWEEN**

**CITY OF COVINA**

**AND**

**YWCA SAN GABRIEL VALLEY**

**CDBG SENIOR CASE MANAGEMENT PROGRAM,  
CDBG 601194**

**AGREEMENT BETWEEN CITY OF COVINA  
AND  
YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT NO. 601194-24**

**THIS AGREEMENT**, entered this **July 1, 2024**, by and between the **City of Covina** located at 125 E. College Street, Covina, California (herein called the "Grantee") and **YWCA San Gabriel Valley, located at 101 South Barranca Avenue, Covina, California 91723** (herein called the "Sub-Recipient").

**WHEREAS**, the Grantee has applied for funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

**WHEREAS**, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds; and

**WHEREAS**, Application for funds from the United States Government is subject to approval by the County of Los Angeles acting as administrator of the funding provided by HUD. If Grantee's application should be denied by either HUD or the County of Los Angeles, or not approved by June 30, 2024, either Grantee or Sub-Recipient shall have the right to terminate this Agreement upon written notice to the other.

**NOW, THEREFORE**, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

The Sub-Recipient will be responsible for administering a component of the **CDBG Senior Case Management Programs, 601194-24**, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. No expenditures may be incurred until the Agreement has been fully executed. The Senior Case Management Program will include the following activities eligible under the CDBG Program:

- **COMPREHENSIVE ASSESSMENT:** Collecting necessary psychosocial and health information about a client in order to develop a care plan.
- **CARE PLANNING:** Writing an individual plan of care and services under a Case Management system based on a comprehensive assessment of the client's condition and/or resources.
- **SERVICE AUTHORIZATION AND/OR ARRANGEMENT:** Obtaining services according to the individual care plan by coordinating existing community services, authorization for payment for services, or purchase of services.
- **CASE MONITORING:** Determining the quality and effectiveness of services provided to a client according to an individualized care plan, maintaining periodic client contact to determine if changes have occurred, and taking appropriate action as necessary.

The Senior Case Management Program is further described in the Scope of Services attached hereto as Exhibit D and incorporated herein by this reference.

**B. Program Delivery**

This program provides case management services, as described in the Scope of Services. Services are provided to senior Covina residents, age 55 and over. Limit of funding is **Ten Thousand Dollars**

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

**(\$10,000).** CDBG funds will be used to pay a portion of the salary for a Case Management Specialist (an employee of YWCA San Gabriel Valley).

**C. General Administration**

The Sub-Recipient is authorized to implement the project identified upon the execution by the Sub-Recipient's authorized signatory. Said implementation shall be in full accordance with the requirements, conditions, and assurances defined in the Agreement between the Grantee and the Sub-Recipient. In addition, the Sub-Recipient agrees to comply with all standard CDBG regulations.

**D. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Sub-Recipient agrees to provide the following levels of program services:

Approximate Total Units for FY 24-25

**45 unduplicated seniors**

**E. Staffing**

Staffing is paid through the CDBG program.

**F. Performance Monitoring**

The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Sub-Recipient shall start on the 1<sup>st</sup> day of July, 2024, and end on the 30<sup>th</sup> day of June, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds or other assets including program income.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall **not exceed Ten Thousand Dollars (\$10,000)**. Draw-downs for the payment of eligible expenses shall be made against the budget specified in Section I.B herein and in accordance with performance. Expenses for general administration shall also be paid against the budget specified in Section I.B and in accordance with performance.

**IV. NOTICES**

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee

Alana Mantilla, Economic Development Manager  
City of Covina  
125 E. College Street  
Covina, CA 91723  
626-384-5443  
amantilla@covinaca.gov

Sub-recipient

Debra Ward, Executive Director  
YWCA San Gabriel Valley  
101 S. Barranca Avenue  
Covina, CA 91724  
626-214-9442

**V. SPECIAL CONDITIONS**

The Sub-Recipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the U.S. Department of Housing and Urban Development regulations concerning Community Development Block Grant (CDBG) and all federal regulations and policies issued pursuant to these regulations, except that:

- Sub-Recipient does not assume the Grantee’s environmental responsibilities described at 24 CFR 570.604.
- Sub-Recipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Sub-Recipient agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Sub-Recipient is an Independent Contractor and is solely responsible for payment of all of the aforementioned insurance, compensation and employment provisions and taxes.

**C. Indemnities for Third Party Claims**

**1. Duty to Defend, Hold Harmless and Indemnify**

To the fullest extent permitted by law, Sub-Recipient shall, at its sole cost and expense, defend, hold harmless and indemnify City of Covina, the Los Angeles County Development Authority, and the County of Los Angeles and each of their elected and appointed officers, officials, representatives, attorneys, agents, employees, designated volunteers, successors, assigns and those Grantee agents serving as independent contractors in the role of Grantee officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Sub-Recipient, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Sub-Recipient shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Sub-Recipient shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Sub-Recipient shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Sub-Recipient shall pay all required taxes on amounts paid to Sub-Recipient under this Agreement, and indemnify and hold Indemnitees harmless from any and all taxes, assessments, penalties and interest asserted against Grantee by reason of the independent contractor relationship created by this Agreement. Sub-Recipient shall fully comply with the workers’ compensation law regarding Sub-Recipient and Sub-Recipient’s employees. Sub-Recipient shall indemnify and hold Indemnitees harmless from any failure of Sub-Recipient to comply with applicable workers’ compensation laws. Grantee may offset against the amount of any fees due to Sub-Recipient under this Agreement any amount due to Grantee from Sub-Recipient as a result of Sub-Recipient’s failure to promptly pay to Grantee any reimbursement or indemnification arising under this Section VI.C.

Sub-Recipient shall obtain executed indemnity agreements with provisions identical to those in this Section VI.C from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Sub-Recipient in the performance of this Agreement. If Sub-Recipient fails to obtain such indemnity obligations, Sub-Recipient shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Sub-Recipient’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Sub-Recipient’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

**2. Workers’ Compensation Acts Not Limiting**

Sub-Recipient’s indemnifications and obligations under this Section VI.C, or any other provision of this Agreement, shall not be limited by the provisions of any workers’ compensation act or similar act. Sub-Recipient expressly waives its statutory immunity under such statutes or laws as to Grantee, its officers, agents, employees and volunteers.

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

**3. Insurance Requirements not Limiting**

Grantee does not, and shall not, waive any rights that it may possess against Sub-Recipient because of the acceptance by Grantee, or the deposit with Grantee, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section VI.C shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against Grantee.

**4. Survival of Terms**

Sub-Recipient's indemnifications and obligations under this Section VI.C shall survive the expiration or termination of this Agreement.

**D. Workers' Compensation**

The Sub-Recipient shall provide Workers' Compensation Insurance coverage as required by the State of California with a minimum limit of One Million Dollars (\$1,000,000) for all employees involved in the performance of this Agreement, as well as any and all work associated therewith.

**E. Insurance**

**1. Minimum Scope and Limits of Insurance**

Sub-Recipient shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- a. Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Sub-Recipient is a limited liability company, the commercial general liability coverage shall be amended so that Sub-Recipient and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- b. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Sub-Recipient does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Sub-Recipient shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under sub-section VI.E.1.a.
- c. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Sub-Recipient has no employees while performing services under this Agreement, workers' compensation policy is not required, but Sub-Recipient shall provide an executed declaration that it has no employees.
- d. Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

**2. Acceptability of Insurers**

The insurance policies required under this Section VI.E shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section VI.E.

**3. Additional Insured**

The commercial general and automobile liability policies shall contain an endorsement naming the City of Covina, the Los Angeles County Development Authority and the County of Los Angeles and each of their elected and appointed officers, officials, representatives, attorneys, agents, employees, designated volunteers, successors, assigns and those Grantee agents serving as independent contractors in the role of Grantee officials as additional insureds.

**4. Primary and Non-Contributing**

The insurance policies required under this Section VI.E shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Grantee. Any insurance or self-insurance maintained by Grantee, its officers, employees, agents or volunteers, shall be in excess of Sub-Recipient's insurance and shall not contribute with it.

**5. Sub-Recipient's Waiver of Subrogation**

The insurance policies required under this Section VI.E shall not prohibit Sub-Recipient and Sub-Recipient's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Sub-Recipient hereby waives all rights of subrogation against Grantee.

**6. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be approved by Grantee. At Grantee's option, Sub-Recipient shall either reduce or eliminate the deductibles or self-insured retentions with respect to Grantee, or Sub-Recipient shall procure a bond guaranteeing payment of losses and expenses.

**7. Cancellations or Modifications to Coverage**

Sub-Recipient shall not cancel, reduce or otherwise modify the insurance policies required by this Section VI.E during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to Grantee. If any insurance policy required under this Section VI.E is canceled or reduced in coverage or limits, Sub-Recipient shall, within two (2) business days of notice from the insurer, phone, fax or notify Grantee via certified mail, return receipt requested, of the cancellation of or changes to the policy.

**8. Grantee Remedy for Noncompliance**

If Sub-Recipient does not maintain the policies of insurance required under this Section VI.E in full force and effect during the term of this Agreement, or in the event

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

any of Sub-Recipient's policies do not comply with the requirements under this Section VI.E, Grantee may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Grantee may, but has no duty to, take out the necessary insurance and pay, at Sub-Recipient's expense, the premium thereon. Sub-Recipient shall promptly reimburse Grantee for any premium paid by Grantee or Grantee may withhold amounts sufficient to pay the premiums from payments due to Sub-Recipient.

**9. Evidence of Insurance**

Prior to the performance of services under this Agreement, Sub-Recipient shall furnish Grantee's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section VI.E. The endorsements are subject to Grantee's approval. Sub-Recipient may provide complete, certified copies of all required insurance policies to Grantee. Sub-Recipient shall maintain current endorsements on file with Grantee's Risk Manager. Sub-Recipient shall provide proof to Grantee's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Sub-Recipient shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

**10. Indemnity Requirements not Limiting**

Procurement of insurance by Sub-Recipient shall not be construed as a limitation of Sub-Recipient's liability or as full performance of Sub-Recipient's duty to indemnify the Grantee under Section VI.C of this Agreement.

**11. Subcontractor Insurance Requirements**

Sub-Recipient shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section VI.E.

**12. Null and Void**

This Agreement is null and void if the insurance policy is not current or providing coverage for the period of time or term of this Agreement.

**F. Grantee Recognition**

The Sub-Recipient shall recognize the role of Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-Recipient shall include a reference to the financial support provided herein in all publications made possible with funds made available under this Agreement.

**G. Amendments**

This Agreement contains the parties' entire agreement and understanding concerning the subject matter of this Agreement, and supersedes all prior negotiations, representations, and agreements concerning the subject matter hereof.

Grantee or Sub-Recipient may amend this Agreement at any time provided that such amendments make a specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body.



AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

Such amendments shall not invalidate this Agreement, or relieve or release Grantee or Sub-Recipient from its obligations under this Agreement.

Grantee may, at its discretion, amend this Agreement to conform with federal, state or local governmental laws, statutes, enactments, guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

**H. Suspension or Termination**

Either party may terminate this Agreement at any time by giving written notices to the other party of such termination and specifying the effective date thereof at least 90 days before the effective date of such termination. Partial terminations of the Scope of Service in Section I above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Sub-Recipient under this Agreement shall be turned over to Grantee, and following receipt thereof by Grantee, Sub-Recipient will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if Sub-Recipient materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-Recipient ineligible for any further participation in Grantee's contracts, in addition to other remedies provided by law. In the event there is probable cause to believe Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

**1. Accounting Standards**

The Sub-Recipient agrees to comply with 2 CFR Part 200 and 24 CFR 570.502 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and shall maintain necessary source documentation for all costs incurred.

**2. Cost Principles**

The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200 and 24 CFR 570.502 for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

**1. Records to be Maintained**

The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570, Section 570.506 and that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570, Section 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

Where the project is qualified by income, the Sub-Recipient will be responsible for maintaining income documentation to ensure that at least 51 percent of program beneficiaries are of low- and moderate-income. Income documentation must be made available to auditors in a manner satisfactory to the recipient and consistent with any standards required as a condition of providing these funds.

When the project is qualified by age, the Sub-Recipient will be responsible for maintaining age documentation to ensure that at least 51 percent of program beneficiaries are qualified by age. Age documentation must be made available to auditors in a manner satisfactory to the recipient and consistent with any standards required as a condition of providing these funds.

## **2. Retention**

The Sub-Recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

## **3. Client Data**

The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and a description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## **4. Disclosure**

The Sub-Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## **5. Property Records**

The Sub-Recipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570, Section 570.503(b)(7).

## **6. National Objectives**

The Sub-Recipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (1) benefit low-to-moderate-income persons; (2) aid in the

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570, Section 570.208.

**7. Close-Outs**

Sub-Recipient obligation to the Grantee shall not end until all close-out requirements are completed within 30 days after expiration of this Agreement. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee, and determining the custodianship of records.

**8. Audits & Inspections**

All Sub-Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours or as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current city policy concerning Sub-Recipient audits.

**C. Reporting and Payment Procedures**

**1. Budgets**

No more than the amount specified may be spent within the cost category without written approval of the Grantor.

**2. Program Income**

The Sub-Recipient shall report monthly all program income as defined at 24 CFR Part 570, Section 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The Sub-Recipient may use such program income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

**3. Indirect Costs**

If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval, prior to the execution of the Agreement.

**4. Payment Procedures**

The Grantee will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with any approved budget and city policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

Grantee reserves the right to liquid funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-Recipient.

**D. Procurement**

**1. Compliance**

The Sub-Recipient shall comply with current federal policy concerning the purchase of equipment and shall maintain an inventory of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Upon the termination or expiration of this Agreement, all program assets shall revert to the Grantee, unless the property will be used for an activity which meets a CDBG National Objective. Sub-Recipient shall transfer to the Grantee any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under Sub-Recipient's control that was acquired or improved, in whole or in part, with CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall either be:

- Used to meet one of the national objectives stated in 24 CFR 570.208 until five (5) years after termination or expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Grantee; or
- Disposed of in a manner that results in the Grantee being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. This reimbursement shall constitute Program Income to the Grantee. Reimbursement to the Grantee shall not be required until five (5) years after termination or expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Grantee.

**2. OMB Standards**

The Sub-Recipient shall procure, utilize, and dispose of property in accordance with the requirements of 2 CFR Part 200 and 24 CFR 570.502.

Pursuant to 2 CFR 200.331, the required subaward information is attached as Exhibit C.

**3. Travel**

The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

**4. Relocation, Acquisition and Displacement**

The Sub-Recipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Sub-Recipient agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

**VIII PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

**1. Compliance**

The Sub-Recipient agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

**2. Nondiscrimination**

The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Sub-Recipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

**3. Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**4. Section 504**

The Sub-Recipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (929 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

**1. Approved Plan**

The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-Recipient to assist in the formulation of such program. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

**2. W/MBE**

The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by Sub-Recipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. Access to Records**

The Sub-Recipient shall furnish and cause each of its sub-Sub-Recipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**4. Notifications**

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advancing the labor union or worker’s representative of the Sub-Recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**5. EEO/AA Statement**

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

**6. Subcontract Provisions**

The Sub-Recipient will include the provisions of Section VIII.A, Civil Rights, and Section VIII.B, Affirmative Action, every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Sub-Recipient or vendor.

**C. Employment Restrictions**

**1. Prohibited Activity**

The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

**2. OSHA**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants’ health or safety.

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

**3. Right to Know**

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

**4. Labor Standards**

The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those act apply to the performance of this Agreement. The Sub-Recipient shall maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such contracts, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-Recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this Section VIII.C.4, for such contracts in excess of \$10,000.00.

**5. Local Employment**

To the greatest extent possible, the Sub-Recipient shall employ lower income residents of the project area, in compliance with Section 3, Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq.

**D. Conduct**

**1. Assignability**

The Sub-Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

**2. Hatch Act**

The Sub-Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

**3. Conflict of Interest**

The Sub-Recipient agrees to abide by the provisions of 24 CFR Part 570, Section 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

manner or degree with the performance of services required under this Agreement. The Sub-Recipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Sub-Recipients that are receiving funds under the CDBG Entitlement program.

**4. Subcontracts**

a. Approvals

The Sub-Recipients shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

**5. Copyright**

If this Agreement results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

**6. Religious Organization**

The Sub-Recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR Part 570, Section 570.200(j).

**IX ENVIRONMENTAL CONDITIONS**

**A. Air and Water**

The Sub-Recipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. 1857, et seq.



AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).
- California Environmental Quality Act of 1974.

**B. Flood Disaster Protection**

The Sub-Recipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

**C. Lead-Based Paint**

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 570, Section 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such Regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

**D. Historic Preservation**

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF COVINA

YWCA SAN GABRIEL VALLEY

By: \_\_\_\_\_  
Chris Marcarelo, City Manager

By: \_\_\_\_\_  
Debra Ward, Executive Director

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

**ATTACHMENTS**

<b>EXHIBIT A</b>	<b>COUNTY LOBBYIST CERTIFICATION</b>
<b>EXHIBIT B</b>	<b>PROCUREMENT REQUIREMENTS</b>
<b>EXHIBIT C</b>	<b>SUBAWARD INFORMATION</b>
<b>EXHIBIT D</b>	<b>SCOPE OF SERVICES</b>

AGREEMENT BETWEEN CITY OF COVINA AND YWCA SAN GABRIEL VALLEY  
SENIOR CASE MANAGEMENT PROGRAM  
CDBG PROJECT No. 601194-24

EXHIBIT A

**COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES**

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**COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO. 93-0031**

**CERTIFICATION**

Name of Firm: YWCA San Gabriel Valley

Date: July 1, 2024

Address: 101 South Barranca Avenue

State: CA

Zip Code: 91723

Phone No.: (626) 214-9442

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Authority, County of Los Angeles.

1. It is understood that each person/entity/firm who applies for a Community Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031); and
2. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and
3. That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract, and shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into contract with the Los Angeles County and the Community Development Authority, County of Los Angeles.

Authorized Official:

Name: Debra Ward

Title: CEO/Executive Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# FEDERAL AND CITY PROCUREMENT REQUIREMENTS

EXHIBIT B

Procurement requirements are in accordance with 2 Code of Federal Regulations (CFR) Part 200. Of the Federal and City requirement, use the most restrictive.

1. <b>Micro-Purchases:</b> Acquisition of supplies or services (dollar amount not to exceed \$3,000). This type of procurement is generally used for administrative, office supplies, where best price is the selection factor. Obtain minimum of two bids.
2. <b>Small Purchase Procurement (Informal or Market Basket):</b> Acquisition of supplies, services or other property (dollar amount not to exceed \$10,000), with a minimum of two price-quotations solicited. This type of procurement is generally used for program equipment, program services or materials, where best price is the selection factor.
3. <b>Small Purchase Procurement (Informal):</b> For purchase of goods or services in an amount between \$10,000 and \$25,000: Informal bid procedure required – minimum of 3 bids required.
4. <b>Purchase over \$25,000:</b> RFP or sealed bid process, unless purchase is a professional service. If so, follow requirements of Covina Municipal Code 2.20.175

### **Small Purchase Procedures:**

Are those informal procurement methods where you must secure at least two informal bids, oral or written. Written is preferred.

- You must document the following information: Company name and address, name of person contacted, telephone number and minority status.
- A “no bid” is not considered a bid. You must continue the process until three fixed dollar bids are received.
- Use the Small/Informal Bid Form for documentation.
- Not allowed for soliciting construction services

### **Formal Bidding Procedures:**

- Are competitive sealed bids, secured through formal advertising
- All bids will be publicly opened and a fixed price contract will be awarded to the lowest responsive and responsible bidder.

### **Competitive Proposals**

- A Request for Proposal (RFP) or Request for Qualifications (RFQ) shall always be advertised.
- The RFP should contain: bid specifications, sample contract, terms and conditions, and mechanism for proposal most advantageous to the program, with price and other factors considered.

### **Contracting with Minority and Women Business Enterprise**

- Whenever possible, contact at least one MWBE firm for your small purchase process.
- Require prime contractor to also comply with above.

**Perform an EPLS check:** For all procurements, an EPLS check must be performed. Log on to **sam.gov** and search records for the entity selected. If no records or no active debarment is present, then proceed. If debarment is active, **Do Not Enter Into Contract** with the entity. This is in addition to required licensure or credential verification, such as California State License Board (CSLB) check.

**File all steps of procurement in Project File:** Save the Scope of Work, Solicitation List, Price Quotations, and EPLS check in project file along with the executed service agreement or contract.

SMALL/INFORMAL BID FORM

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

**Three Quotes Required On The Following Item(s):**

Item Description  
Specifications:

Quantity: \_\_\_\_\_

Size: \_\_\_\_\_

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1. Company Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

\_\_\_\_\_

MWBE Status: \_\_\_\_\_

Quote ➡ Unit Cost: \_\_\_\_\_

Total: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

\_\_\_\_\_

MWBE Status: \_\_\_\_\_

Quote ➡ Unit Cost: \_\_\_\_\_

Total: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

\_\_\_\_\_

MWBE Status: \_\_\_\_\_

Quote ➡ Unit Cost: \_\_\_\_\_

Total: \_\_\_\_\_

Bids Obtained By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C  
SUBAWARD INFORMATION**

EXHIBIT C
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1	Subrecipient Name (which must match registered name in DUNS):	YWCA San Gabriel Valley
2	Subrecipient's DUNS Number:	626495519
3	Federal Award Identification Number (FAIN):	70721
4	Federal Award Date (see §2 CFR 200.39):	July 1, 2024
5	Subaward Period of Performance Start Date and End Date:	July 1, 2024-June 30, 2025
6	Amount of Federal Funds Obligated by this Activity:	\$10,000
7	Total Amount of Federal Funds obligated to Subrecipient:	\$10,000
8	Total Amount of the Federal Award:	FY 24-25 \$306,874
9	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	Project No. 601194-24 Senior Case Management Program
10	Name of Federal Awarding Agency:	Department of Housing and Urban Development
11	Name of Pass-through Entity and Contact Information for Awarding Official:	Community Development Authority, County of Los Angeles/  City of Covina, Alana Mantilla 626-384-5443
12	Catalog of Federal Domestic Assistance (CFDA) Number and Name:	14.218
13	Identification of whether the Award is Research & Development:	N/A
14	Indirect Cost Rate for the Federal Award:	N/A

**EXHIBIT D**  
**SCOPE OF SERVICES**

EXHIBIT D

YWCA of San Gabriel Valley (YWCA or Contractor) shall perform all services under this Agreement in a skillful and competent manner, consistent with standards generally recognized as being employed by professionals in the same discipline in the State of California. YWCA represents and maintains that it is skilled in the professional calling necessary to perform the services. YWCA warrants that all employees and sub-Contractors shall have sufficient skill and experience to perform the services assigned to them. Finally, YWCA represents that it, its employees and sub-contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. YWCA shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the services, including all Cal/OSHA requirements, and shall give all notices required by law.

YWCA will provide a maximum of twenty (20) hours of case management services fifty-two (52) weeks per year at the City's designated Senior Center.

A. Contractor will be responsible for the following:

1. The goal of the YWCA Case Management program is to enable functionally impaired older persons to obtain services which will promote and maintain their optimum level of functioning in the least restrictive setting possible.

2. The Case Management program consists of, but is not limited to, the following services:

a. **COMPREHENSIVE ASSESSMENT:** Collecting necessary psychosocial and health information about a client in order to develop a care plan.

b. **CARE PLANNING:** Writing an individual plan of care and services under a Case Management system based on a comprehensive assessment of the client's condition and/or resources.

c. **SERVICE AUTHORIZATION AND/OR ARRANGEMENT:** Obtaining services according to the individual care plan by coordinating existing community services, authorization for payment for services, or purchase of services.

d. **CASE MONITORING:** Determining the quality and effectiveness of services provided to a client according to an individualized care plan, maintaining periodic client contact to determine if changes have occurred, and taking appropriate action as necessary.

3. Case Management services will be performed by the YWCA Case Manager. This staff person will provide a maximum of twenty (20) hours of Case Management services per week. Case Manger will meet clients by appointment at the City's designated Senior Center

or other agreed upon site, such as YWCA office or client's home. Total weekly hours may be increased with mutual consent.

4. During the twenty (20) hours of Case Management service under this Agreement, when the Case Manager is not servicing clients at the City's designated Senior Center, the Case Manager will be performing assessments and re-assessments, service coordination, and case monitoring for Covina seniors in their homes or in the YWCA offices located in the City of Covina.

5. The overall Case Management program will operate out of the YWCA of San Gabriel Valley administrative office at 101 South Barranca Avenue in Covina, CA 91723 from 8 a.m. to 5 p.m. weekdays with a telephone answering device available to take messages twenty-four (24) hours per day.

6. The Case Manager will have a Bachelor's level degree in Social Work (or equivalent in work experience and/or education). The Case Manager will be supervised by the Director of YWCA of San Gabriel Valley.

7. A comprehensive common assessment tool will be used to assess each client's social resources, activities of daily living, physical health, and economic resources.

8. Clients eligible for Case Management services will include the following:

- a. Frail, elderly, at-risk either physically or emotionally.
- b. Older persons at risk of inappropriate institutionalization.
- c. Older persons with multiple problems.
- d. Older persons in crisis.
- e. Other older persons determined to be appropriate for Case Management services by the Case Manager and approved by the Director of YWCA.

9. Each client will be assessed individually to determine: (a) whether the client is in need of Case Management or would be better assisted by a different service, and (b) major problem areas and services required by the client.

10. The assessment will be based on the results of the common assessment tool mentioned above and the Case Manager's own judgement as documented in the case file narratives.

11. The Case Manager will develop a problem solving procedure as follows:

- a. Formulate a care plan with the client's input and approval.
- b. Discuss the care plan with the CMSW (Case Management Social Worker) Contractor and/or Director of YWCA, involved staff, and significant others.



c. Arrange for necessary services with appropriate agencies, informed support networks, family members and significant others.

12. Case monitoring will consist of either a home visit or a telephone call as appropriate. In all contact with each client, case documentation will include, at a minimum, the following:

- a. Date of contact.
- b. Type of contact (telephone or home visit).
- c. What transpired during contact.
- d. Name of staff person (signature or initial) making contact.
- e. City of Covina CDBG Intake/Screening form.

13. In all cases, AND WITHOUT EXCEPTION, all case records, logs, files, and notes will remain private and confidential, and the property of the San Gabriel Valley YWCA, and will not be released to any agency, organization, city, or individual without the written consent of the client and approval of the Director of YWCA, consistent with the laws and statutes of the State of California then in force.

14. The Case Manager will review each case as follows:

- a. Review progress of the care plan regularly (monthly at minimum) with the client.
- b. Follow-up with each service provider as needed.
- c. As changes in client's situation and/or problem arise, re-assess, revise and/or develop a plan of action with input from all parties involved to implement a new plan and conduct follow-up as needed.
- d. A full reassessment will be conducted every three (3) months.

15. The Case Manager will close a case when any of the following apply:

- a. Problems are resolved and the client is again able to function independently.
- b. The client passes away.
- c. The client is institutionalized.
- d. The client requests or chooses to discontinue services.
- e. Need to develop closing summary/administrative closure of cases, and/or upon recommendation of Director of YWCA.

f. The client has not required any additional services following ninety (90) days without case activity.

16. The Case Manager will receive consultation services from and be supervised by the Senior Manager of Integrated Care who possesses the appropriate level of professional education and experience in gerontology and case management.

17. The Case Manager will maintain time logs to the nearest one-quarter (1/4) hour of all direct individual client Case Management services provided to Covina clients under the following four (4) categories whether in the client's home or at the City's designated Senior Center.

- a. Comprehensive assessment
- b. Care planning
- c. Service authorization and/or arrangement
- d. Case monitoring

18. The Case Management time logs will be copied and provided to the CITY on a monthly basis.

B. City will be responsible for the following:

1. Private meeting space will be provided at the City's designated Senior Center for the Case Manager on a day and time agreed to by the CITY and YWCA.

2. Phone usage – The City will make available a phone for the Case Manager when calls to clients, other agencies, or YWCA administrative office are necessary.

3. Promotion of this program will be coordinated between the Parks & Recreation Supervisor and Director of YWCA or designee.

4. Promotion will consist of:

- a. Covina Today magazine
- b. Social media
- c. City's website

5. CDBG Intake forms will be provided to YWCA Case Manager