

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER
ALLOC-23-0002-A1

GRANT ☐ (NEW) ☒ (AMENDED)

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

State Agency's Name
California Department of Social Services
Grantee's Name
County of Fresno

2. The term of this Agreement is:

Start Date July 1, 2023	Through End Date June 30, 2028
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3. The maximum amount of this Agreement is: \$8,500,000

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

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

GRANTEE

Grantee's Name (if other than an individual, state whether a corporation, partnership, etc.)

County of Fresno

Grantee's Business Address
P.O. Box 24055

City State Zip
Fresno, CA. 93779

Printed Name Of Person Signing
Ernest Buddy Mendes

Title
Chairman, Fresno County Board of Supervisors

Grantee Authorized Signature

Date Signed 5-6-2025

STATE OF CALIFORNIA

Agency Name
California Department of Social Services

Agency Business Address
744 P Street

City State Zip
Sacramento, CA. 95814

Printed Name Of Person Signing

Title

Agency Authorized Signature

Date Signed

Exemption or Other (If applicable)

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Huanan Deputy

EXHIBIT A
(Grant Agreement)

SCOPE OF WORK

A. BACKGROUND AND PURPOSE

The System of Care (SOC) provides the statutory and policy framework to ensure that services and supports provided to foster youth and their families are tailored towards the goal of achieving permanency in a stable, nurturing, and permanent family. In the years since implementing the Continuum of Care Reform through Assembly Bill (AB) 403 (Chapter 773, Statutes of 2015) and Senate Bill (SB) 794 (Chapter 425, Statutes of 2015), California has made clear and impactful progress in developing alternative, therapeutic, family-based placement options for foster youth. Assembly Bill (AB) 2083 (Chapter 815, Statutes of 2018) built upon SOC efforts by promoting a coordinated, timely, and trauma-informed system-of-care approach for children and youth in foster care who have experienced severe trauma.

Despite these advancements, some child welfare and/or probation involved youth may have urgent and complex needs that are not immediately able to be met in a family setting and require short-term intensive stabilization and transition support in a trauma-focused residential treatment setting. To support California's commitment to keep youth in families to the greatest extent practicable based on the best interests of the youth, and to provide for innovative and constructive approaches to therapeutic treatments, Assembly Bill (AB) 153 (Chapter 86, Statutes of 2021) requires the California Department of Social Services (CDSS), jointly with the State Department of Health Care Services (DHCS), to establish the Children's Crisis Continuum Pilot Program (Welfare and Institutions Code (WIC) section 16550 et seq.). The pilot program shall be implemented until June 30, 2028.

The purpose of the pilot program is to allow counties, or regional collaboratives of counties, to develop a highly integrated continuum of services designed to serve foster youth who are in crisis. The pilot program's intention is to address perceived gaps in the continuum of care, including services and placements, so that behavioral (including mental health and substance use disorders), developmental, and physical health needs of foster youth are better met and that there are no gaps in the continuum of care.

The main goals of the pilot include:

1. The development of a trauma-focused system of care through which intensive care, qualified supervision, and behavioral health services are provided in a home environment including on-site crisis response to respond to and de-escalate circumstances in which foster youth are experiencing behavioral health symptoms/conditions causing distress, with the goal of preventing hospitalizations and unnecessary interactions with law enforcement; and,

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2. The implementation of a network of services so that when a youth requires a higher or lower level of intervention, the movement within the levels of services and between levels of care is not disrupted or delayed by the need to arrange for provision of services and care or locate appropriate placements that include or can accommodate the provision of services and care.

B. TERMS AND CONDITIONS

The CDSS and County of Fresno (Grantee) enter into this Grant Agreement (Agreement) for the Grantee to provide a “Children’s Crisis Continuum Pilot Program” (“the pilot” or “the pilot program”), which is a continuum of services, including crisis stabilization, therapeutic interventions, and specialized programming to permit the seamless transition between placement settings and programs for the appropriate treatment of foster youth. Grantee shall ensure that all the necessary services and supports are available and provided within the continuum.

The CDSS shall award the amount of \$8,500,000 to Grantee for the grant period of July 1, 2023 through June 30, 2028. The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing a highly integrated continuum of care for the foster youth served in the pilot program. The Grantee shall develop a continuum of care¹ that is designed in compliance with all applicable state and federal laws to permit seamless transitions between treatment settings and programs for the appropriate treatment of foster youth. Funding received from the CDSS pursuant to the pilot may be used to supplement but shall not be used to supplant existing funding. Except as otherwise provided, the Grantee shall provide a Children’s Crisis Continuum Pilot Program, which shall include, at a minimum:

1. Crisis Stabilization Units² which must provide service activities that include but are not limited to assessment, collateral, therapy, and referral for up to 23 hours and 59 minutes for youth experiencing a mental health crisis, serve no more than eight foster youth, be licensed as a 24-hour health care facility or hospital-based outpatient program or provider site and be co-located with, or within 30 miles of, a psychiatric health facility or other secure hospital alternative setting that is capable of meeting the needs of youth experiencing a mental health crisis. If the youth’s exhibiting symptoms have not subsided within 23 hours and 59 minutes, youth shall be transitioned to a setting that is able to

¹ For purposes of the Children’s Crisis Continuum Pilot Program, the California Department of Social Services defines “continuum of care” as an integrated system of care that guides and tracks foster youth overtime through a comprehensive array of foster care placements and behavioral health supports and services spanning all levels of intensity or care.

² Although the California Department of Social Services would like to see a full continuum, per WIC Section 16553(b)(2), the Department may award a county whose Children’s Crisis Continuum Pilot Program does not include a psychiatric health facility and a crisis stabilization unit, or a psychiatric health facility on its own.

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meet the needs of the youth. Grantee must comply with all regulations contained in Chapter 11 (commencing with Section 1810.100) of Division 1 of Title 9 of the California Code of Regulations that are applicable to the provision of crisis stabilization, and specifically including Section 1810.210. Relevant regulations include, but are not limited to, the following, 9 CCR 1840.338 and 1840.348.

2. Psychiatric Health Facilities³ which must provide a secure, highly individualized, therapeutic, hospital-like setting for foster youth who require inpatient treatment and serve no more than four youth at a time. The psychiatric health facility shall be integrated with community-based supports and tiered placement settings, including Intensive Services Foster Care (ISFC) and Enhanced ISFC homes. The psychiatric health facility shall be licensed by DHCS and shall be operated in accordance with Chapter 9 (commencing with Section 77001) of Division 5 of Title 22 of the California Code of Regulations. Additional relevant citations include but are not limited to:
 - 9 CCR 1810.237 and 1840.370.
 - Welfare and Institutions Code (WIC) Section 16553(b)(1)(C)(iii)
3. Crisis Residential Programs which must provide short-term, highly individualized stabilization and support for foster youth who do not require inpatient treatment, but are experiencing acute mental health crisis, serve no more than four youth at a time, and shall be designed to reduce the reliance for care in emergency rooms and psychiatric hospitals. The crisis residential program shall be operated in accordance with all statutes and regulations governing the placements of foster youth, including the California Community Care Facilities Act (Article 1 (commencing with Section 1500) of Chapter 3 of Division 2 of the Health and Safety Code). The crisis residential program shall be operated in accordance with all statutes and regulations governing its licensure category, including, for short-term residential therapeutic programs, the interagency placement committee process established pursuant to WIC section 4096. Additional relevant citations include but are not limited to, 9 CCR 1840.356 and 1840.364.
4. Intensive Services Foster Care Homes which must be designed to step youth down to a less restrictive placement, have the capacity to maintain at least two times the amount of homes as the number of beds in the residential treatment setting used in the pilot, and have in-home staff available 24 hours a day, 7 days week to provide care, behavioral support, permanency services, specialty mental health services and educational services.

³ Although the California Department of Social Services would like to see a full continuum, per WIC Section 16553(b)(2), the Department may award a county whose Children's Crisis Continuum Pilot Program does not include a psychiatric health facility and a crisis stabilization unit, or a psychiatric health facility on its own.

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5. Community-based Supportive Services which must provide intensive transition planning and aftercare services using a team approach; provide integrated transition services and supports prior to and after transitions between levels of care; provide an intensive transition planning team consisting of, at a minimum, a mental health professional with a master's degree who is either licensed or license-eligible, a support counselor with a bachelor's degree, and a peer partner, that may serve up to four foster youth at a time and shall have the ability to support foster youth in any out-of-home treatment setting in the continuum of care;⁴ work in collaboration with county child welfare agency, probation department, and mental health plan to provide at least six months of aftercare services; provide mobile crisis response and/or crisis response teams that are available 24 hours a day, 7 days a week to respond to foster youth experiencing crisis in the community; provide access to non-clinical services, including, but not limited to the following:

- Mentoring programs
- Faith-based/cultural activities
- Volunteer opportunities

1. Term:

- a. The term of this Agreement shall be July 1, 2023 through June 30, 2028.

2. Grantee Final Work Plan and Budget:

- a. Grantee shall prepare and submit to the CDSS a Final Work Plan and Budget prior to the execution of this Agreement, which shall describe how the Grantee will provide the services in the Scope of Work and shall include key dates addressing the implementation of the following:
- 1) Existing capacity and program sustainability.
 - 2) A plan to leverage existing infrastructure.
 - 3) A plan to implement service components and ensure staff capacity.
 - 4) A plan to fill identified existing gaps in both staff and services capacity.
 - 5) Ability to administer the program, in full.
 - 6) Ability to oversee all levels of the continuum of care.

⁴ Although the California Department of Social Services would like participants to implement the intensive transition planning team as described above, per WIC Section 16553(b)(1)(E)(iv), the Department may award a county whose Children's Crisis Continuum Pilot Program has an alternate proposal for transition planning services, including modified standards.

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- 7) A detailed program plan budget including budget line items, a budget narrative, and a subcontractor table for the Children's Crisis Continuum Pilot Program.
- 8) Ability to partner and collaborate with county child welfare, behavioral health (including both mental health and substance use disorder prevention, treatment, and recovery services), probation, regional centers, and education departments in the design, delivery, and evaluation of the pilot program.
- b. Grantee may modify the Final Work Plan only with prior written consent from the CDSS. Approved modifications to the Final Work Plan shall not require a formal amendment to the Agreement.
- c. CDSS may share the Final Work Plan and Budget with DHCS.

C. GRANTEE RESPONSIBILITIES

In addition to the requirements set forth above, the Grantee shall:

- 1. Undertake, carry out, and complete, in a competent and satisfactory manner, all the work and services set forth in this Agreement.
- 2. Acquire prior written approval from the CDSS before utilizing the services of a subcontractor. The subcontractor must be an individual or nonprofit organization. Entering into this Agreement with the CDSS does not constitute written approval of the proposed subcontractor.
- 3. Grantees approved to subcontract shall:
 - a. Ensure that at all times during the term of this Agreement, subcontractors maintain the qualifications required to provide the services for which the Grantee receives funding.
 - b. Provide to CDSS a signed agreement between Grantee and each subcontractor within 90 days of the final execution of the agreement that describes the services to be provided by the subcontractor pursuant to this Agreement, and the compensation to be received by the subcontractor for performing said services.
 - c. Assume responsibility for all work performed under this Agreement. If any subcontractor fails to perform any work in a manner satisfactory to the CDSS, the Grantee shall remove the subcontractor immediately upon written request of the CDSS and the subcontractor shall not be re-employed in the work of the Grantee.
 - d. Verify status and/or satisfactory completion of the activities by subcontractor before submitting an Invoice Claim Form or report, which includes the subcontractor activities.
 - e. Not substitute any subcontractor without advance written consent of the CDSS.

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- f. Ensure that the subcontractor complies with all applicable state and federal laws and regulations, and any other relevant guidance set forth by the CDSS or DHCS.
- g. Ensure that if multiple subcontractors are involved with performance of activities described in the Agreement, that such subcontractors will develop and enter into Memorandum of Understanding or other business agreements between themselves that defines the processes and procedures for provision of services to foster youth, including, but not limited to:
 - Care Coordination
 - Intensive Transition Planning
 - Assessment
 - Transportation between service settings
 - Information sharing
 - Data collection and dissemination
4. Maintain records of any and all services performed for a period not less than three (3) years after final payment or a longer retention period, if applicable.
5. Provide the CDSS with unrestricted access to all documents, files, reports, materials, and data developed by the Grantee or their subcontractor within five (5) business days of request.
6. Certify the eligibility of Children's Crisis Continuum Pilot Program participants and maintain certification documents.
7. Collaborate with relevant county departments including child welfare, mental health plan, Substance Use Disorder (SUD) treatment plan (either Drug Medi-Cal or Drug Medi-Cal Organized Delivery System), behavioral health, probation, regional center, and education in the design, delivery, and evaluation of the pilot program.
8. Submit Children's Crisis Continuum Pilot Program Quarterly Progress Reports in the format and within the time frames specified by the CDSS. Reports must address how the Grantee is meeting the objectives of the Children's Crisis Continuum Pilot Program and shall include, but not be limited to, qualitative and quantitative youth-specific information and data, and information that may pertain to the overall continuum pilot, consistent with the evaluation criteria set forth in WIC section 16555, and any other outcomes reporting that the CDSS and DHCS requires.

NOTE: Grantee's Quarterly Progress Reports are an integral part of the State's ability to meet Children's Crisis Continuum Pilot Program reporting requirements.

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9. To the extent that Medi-Cal services are provided through the pilot program, ensure that service providers comply with all relevant state and federal Medi-Cal (Medicaid) laws, including applicable subregulatory guidance, contracts, and state plan provisions. Nothing in this Agreement shall be construed as an exemption for compliance with these state and federal Medi-Cal (Medicaid) laws.
10. To the extent that services are provided through licensed or certified mental health facilities and/or substance use disorder treatment facilities, ensure that all services are provided in compliance with relevant licensing laws and subregulatory guidance. Nothing in this Agreement shall be construed as an exemption for compliance with state and federal laws pertaining the provision of services in licensed or certified mental health facilities or substance use disorder treatment facilities.
11. Submit Children's Crisis Continuum Pilot Program Final Progress Report in the format and within the time frame specified by the CDSS. Report must address how the Grantee met the objectives of the Children's Crisis Continuum Pilot Program and shall include, but shall not be limited to, qualitative and quantitative youth-specific information and data, and information that may pertain to the overall pilot program, consistent with the evaluation criteria set forth in WIC section 16555, and any other outcomes reporting that the CDSS and DHCS requires.
12. Provide Children's Crisis Continuum Pilot Program proposed budget narrative for the FY 2023-28 project period that shows the correlation between the proposed budget, project activities, and the pilot program components and supporting documentation in the format specified and within the time frames specified by the CDSS.
13. Meet with CDSS and DHCS staff upon request and/or as necessary regarding the operation of the Children's Crisis Continuum Pilot Program. Such meetings shall include any technical assistance sessions, learning sessions, or webinars related to the pilot provided by the CDSS or any of its subcontractors.
14. Reimburse the CDSS and/or the DHCS for any disallowed costs as determined by a state and/or federal audit or review.
15. Participate and present at conferences and workshops, at the request of the CDSS, in order to disseminate and share Children's Crisis Continuum Pilot Program activities, program knowledge, and best practices; and network and exchange information with other organizations regarding the Children's Crisis Continuum Pilot Program.
16. Meet, collaborate to develop procedures for data collection and dissemination, disseminate data to, and collaborate with any subcontractors hired by the CDSS to conduct evaluation(s) of the Children's Crisis Continuum Pilot Program, including the Interim Report as described in WIC Section 16555.

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D. CDSS RESPONSIBILITIES

1. Provide program consultation and technical assistance to the Grantee upon request. A CDSS Grant Manager will be assigned to assist the Grantee. The Grant Manager will be the primary contact responsible for consultation and assistance to the program.
2. Monitor and evaluate the Grantee's performance, expenditures, and service levels for compliance with grant requirements. The CDSS and any of its subcontractors may review data, materials, and publications used by the Children's Crisis Continuum Pilot Program, etc., and all fiscal records related to the Children's Crisis Continuum Pilot Program. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Grantee with reporting time frames for submission of reports.
4. Evaluate Grantee's Quarterly Progress Report and Final Work Plan for compliance and provide a written response within 30 business days of receipt if the report is determined inconsistent with reporting requirements.
5. Review proposed budget narrative that shows the correlation between the proposed budget, project activities, and the pilot program components submitted by Grantee for allowable costs and approve as appropriate, as determined in the CDSS' sole discretion, and conditioned on the availability of funds. In the event an audit or a review establishes the costs were not allowable, CDSS will work with the Grantee to ensure the return of any improper payment or overpayment.
6. Retain the right to modify the program and this Scope of Work based on the results of its evaluation and review. The CDSS may use the results of monitoring reviews in future grant decisions. The evaluation shall include, but is not limited to, Grant compliance, effectiveness of planning, and program outcomes.

E. MUTUAL RESPONSIBILITIES

1. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Grantee and must be approved in writing by the CDSS before any changes can be implemented.
2. Each party shall give to the other party ten (10) days prior written notice of a change in the Program Representative.

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F. ALLOWABLE ACTIVITIES

Allowable activities shall support the Grantee's capacity to provide short-term crisis stabilization, therapeutic intervention, and specialized programming in an unlocked, staff-secured setting with a high degree of supervision and structure and the goal of supporting the rapid and successful transition of the child back to the community. The activities must include treatment options that are needed to support California's commitment to keep youth in families to the greatest extent possible based on the best interest of the youth. Allowable activities may include, but are not limited to:

1. Maintenance of a case management system or strategy to ensure continuity of care for youth throughout the continuum;
2. Implementation of family supports and services to keep youth in family settings from escalating to more restrictive settings;
3. Services to conduct intensive family finding and engagement to support permanency and foster connections;
4. Providing medically necessary behavioral health supports and services, including specialty mental health services, consistent with all state and federal Medicaid requirements;
5. Services to ensure access to educational services, permanency services, behavioral support services, intellectual/developmental delay services, and other community-based services;
6. Services to support implementation of culturally and linguistically responsive and competent treatment across all programs in the pilot.

G. ADDITIONAL TERMS AND CONDITIONS

In addition to the requirements set forth above, the Grantee shall:

1. Expend funds as described in the Scope of Work and Exhibit B – Budget Detail, the Payment Provisions of this Agreement, and Grantee's Final Work Plan and Budget, unless prior written permission is granted by the CDSS.
2. Ensure that any amendments to the Scope of Work be initiated in writing by either the CDSS or the Grantee, and be approved in writing by CDSS, before any changes can be implemented.
3. Maintain and manage records of Children's Crisis Continuum Pilot Program activities and expenditures in accordance with all applicable state and federal privacy laws.

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4. Comply with any written response from the CDSS to the Grantee's reports, including requested due dates for any additional information or required reports.
5. Return any improper payment or overpayment upon request and within the timeframe specified by the CDSS and/or the DHCS.

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H. PROGRAM REPRESENTATIVES

The Program Representatives during the term of the Agreement shall be:

CDSS

John Gugino
Associate Governmental Program Analyst
Policy and Technical Assistance Bureau

744 P Street, MS 8-3-570

Sacramento, CA 95814

(916) 261-0339

ChildrensCrisisContinuumPilot@dss.ca.gov

Grantee

Renee Ramirez
Division Chief Department of Social
Services, County of Fresno
Child Well Being Continuum

380 W. Ashlan Ave Bldg. 5

Fresno, CA 93612

(559) 600-4009

ramirra@fresnocountyca.gov

Either party may change the Program Representative but is required to provide written notification of the change to the other party within ten (10) business days. Approved changes shall not require an amendment to this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Term:

1. The term of this Agreement shall be July 1, 2023 through June 30, 2028.

B. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$8,500,000.00.
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Grantee for said services in accordance with the Final Work Plan and Budget.
3. Funding for necessary travel expenses and per diem are included in this Agreement and will be reimbursed at rates established by the California Department of Human Resources for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>). Grantee will itemize travel expenses, including receipts, and submit to CDSS Program Grant Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

No travel outside of the State of California by Grantee shall be reimbursed unless there is prior written authorization from CDSS.

4. Grantee shall submit the request for payment using an invoice and supporting documentation on a quarterly basis as specified by the CDSS.
5. Invoices shall include the Agreement Number ALLOC-23-0002-**A1** and Index Code 9990 and shall be electronically submitted on Grantee's letterhead as specified by the CDSS. Any invoices submitted without the above referenced information may be returned to the Grantee for further re-processing.
6. Invoice payment will be conditioned upon the timely receipt by the CDSS of the quarterly progress reports and final report from the Grantee within the specified due dates and in a manner acceptable by the CDSS. If acceptable reports are not received or a request for extension of a due date has not been granted by the CDSS, invoices will not be processed and will be returned to the Grantee.

C. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Grantee

EXHIBIT B

or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

D. Budget Modification Without Written Amendment

Line item shifts of up to twenty five percent (15%) of the grant total are allowable, subject to the prior review and approval of the CDSS Project Manager. Line item shifts that meet these criteria do not require a formal grant amendment. Any line item shift exceeding this amount must be executed through a formal grant amendment. All requests for line item shifts must be submitted in writing and include a substantial justification for the shift. If the Agreement is formally amended for any other purpose, all line item shifts agreed to by the parties and not previously included in an amendment must be included in the amendment.

E. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified by Government Code Chapter 4.5, commencing with Section 927.

F. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

G. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year (July 1 through the following June 30), or 90 days following the end of the grant term, whichever comes first. The final invoice must include the statement "Final Billing."

H. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

EXHIBIT B

I. **Advance Payment**

Upon execution of this Agreement, Grantee may request an advance payment, not to exceed ~~fifteen~~ **twenty five** percent (~~15~~**25**%) of the total award amount, contingent upon CDSS approval. The advance payment request must include a detailed justification for the need and the purpose of the advance. The advance payment amount shall be deducted by CDSS from invoices submitted during the grant term. CDSS shall ascertain that sufficient funds remain to be claimed by Grantee to fully liquidate the advance payment.

For accounting use only:

SRF for CCCPP advance funds:

Org: 5610
Account: 3575
Fund: 0001
Subclass: 10000

CWBC (CCCPP) SRF revenue account:

Org: 1122
Account: 3575
Fund: 0065
Subclass: 17227