

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 0000000000000000000000085081	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

Department of Community Services and Development

2. The term of this Agreement is:

START DATE

July 01, 2022

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$42,192,000.00 (FOURTY-TWO MILLION, ONE HUNDRED NINTEY-TWO THOUSAND AND 00/100 DOLLARS)

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Costing Worksheet: CalEITC FY 2022/2023	1
+ - Exhibit C *	General Terms and Conditions	GIA610
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Senate Bill 129-Budget Act of 2021 (Excerpt)	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Department of Community Services and Development

CONTRACTOR BUSINESS ADDRESS

2389 Gateway Oaks Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Jason Wimbley

TITLE

Chief Deputy Director

CONTRACTOR AUTHORIZED SIGNATURE

Jason Wimbley

Digitally signed by Jason Wimbley
Date: 2022.10.20 15:41:08 -07'00'

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 00000000000000000000085081	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTING AGENCY ADDRESS

P. O. Box 2086

CITY

Rancho Cordova

STATE

CA

ZIP

95741

PRINTED NAME OF PERSON SIGNING

Jeanne Harriman

TITLE

Chief Financial Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Jeanne Harriman

Digitally signed by Jeanne Harriman
Date: 2022.10.26 16:02:34 -07'00'

DATE SIGNED

10/26/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

1. PURPOSE

This Interagency Agreement (Agreement) is entered into between the Department of Community Services and Development, hereinafter referred to as CSD, and the Franchise Tax Board, hereinafter referred to as FTB. CSD will assist FTB by working collaboratively and using CSD's existing grant process to award TWENTY MILLION AND 00/100 DOLLARS (\$20,000,000.00) in funds that are appropriated in the 2022/2023 Budget Act (Senate Bill 154), to fund education and outreach for the California Earned Income Tax Credit (CalEITC), the federal Earned Income Tax Credit (EITC), other tax credits, free tax preparation services and Individual Taxpayer Identification Number (ITIN) tax status eligibility. Additionally, these funds will be made available to provide free tax preparation assistance services to low-to-moderate income individuals and families, and to support ITIN application acceptance assistance to eligible noncitizen Californians. The FTB will also reimburse CSD up to ONE MILLION NINETY-SIX THOUSAND AND 00/100 DOLLARS (\$1,096,000.00) during Fiscal Year (FY) 2022/2023 to administer these grants.

It is anticipated that \$20,000,000.00 will also be allocated in the FY 2023/2024 budget for the above-mentioned outreach and tax filer support activities. The FTB will also reimburse CSD up to ONE MILLION NINETY-SIX THOUSAND AND 00/100 DOLLARS (\$1,096,000.00) during Fiscal Year (FY) 2023/2024 to administer these grants. FTB and CSD agree to monitor the budget and amend this agreement as necessary.

2. BACKGROUND

In 2015, California established the California EITC (CalEITC), extending a state cashback credit to the poorest working families in the state. Since then, the state has steadily expanded eligibility for CalEITC. On June 27, 2022, Governor Newsom signed Senate Bill (SB) 154 which authorized \$20,000,000 for outreach to create increased awareness of, and participation in, the Earned Income Tax Credit and the Volunteer Income Tax Assistance Program. The bill states that the funds shall be allocated in a manner that emphasizes nonprofit and community-based organizations. Participating organizations were directed to particularly focus their outreach efforts on persons who file tax returns using Individual Taxpayer Identification Numbers.

CSD is a state department under the California Health and Human Services Agency (CalHHS). CSD's mission is to reduce poverty by leading the development and coordination of effective and innovative programs for low-income Californians. CSD partners with a network of non-profit and local government organizations that are dedicated to improving their communities by helping low-income residents achieve and maintain economic security.

3. PROJECT OVERVIEW

FTB and CSD will work on a cooperative basis to promote awareness of the CalEITC, federal EITC, and other tax credits (hereafter referred to as CalEITC+) and to encourage eligible households to claim the available credits by delivering education and outreach activities through nonprofit and community-based organizations. Grant funds will be made available to these organizations to conduct targeted community outreach designed to increase awareness of the state and federal earned income tax credits, ITIN tax status eligibility, the availability of free tax preparation services, and to provide both ITIN application acceptance assistance and free tax preparation assistance programs in target areas across the state. The CalEITC+ Education and Outreach Grant Program will target regions of the state identified as having the highest proportion of eligible California residents earning less than \$30,000 annually.

EXHIBIT A SCOPE OF WORK

4. TERM OF CONTRACT

The term of this Agreement shall be from July 1, 2022 through June 30, 2024, unless amended by mutual agreement of the parties. The parties intend that Grantees shall fully expend funds allocated by CSD during the term of this Agreement.

5. FRANCHISE TAX BOARD RESPONSIBILITIES

- A. FTB shall work with CSD throughout the grant process; this includes but is not limited to the development and the approval of outreach strategies, targeted outreach regions, and performance measures.
- B. Funding: FTB shall make funding available to CSD in accordance with Exhibit B, Section 1, to enable CSD to comply with its contractual payment obligations to the Grantees conducting the services.
- C. FTB shall provide funding, not to exceed ONE MILLION NINETY-SIX THOUSAND AND 00/100 DOLLARS (\$1,096,000.00), per fiscal year, for CSD to work on these activities for the period of July 1, 2022 through June 30, 2024.
- D. FTB shall submit a CalEITC+ data report to the CSD Program Development and Reporting Unit on a monthly basis during the 2022 and 2023 tax seasons (October 1 through June 30 of each year). The report shall be in Microsoft Excel format and should contain the following data elements for the reporting period:
 - a. Information on use of CalEITC+ by county and zip code.
 - b. Number of taxpayers claiming CalEITC+ statewide.
 - c. Dollars refunded by granting of the tax credit.
 - d. Information by age, credit amount, preparer type, filing status and number of dependents.
 - e. Information on CalEITC+ credits awarded to ITIN filers.

This Agreement does not include the sharing of any confidential and/or Federal tax information.

6. DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT RESPONSIBILITIES

- A. Grants: CSD will work with FTB, as well as other stakeholders, to use their existing process for distributing grants to extend the reach of CalEITC+ in accordance with the legislation.
- B. Oversight: Under this Agreement, CSD shall be responsible for oversight of Grantees that receive funding and shall ensure Grantees comply with all program and reporting requirements.
- C. Reporting Requirements
 - 1. CSD shall submit the following documents to FTB:
 - a. Copies of the 2022 and 2023 CalEITC+ Education and Outreach Grant Program contracts; and
 - b. List of Grantees, including description of commitments (this could be

**EXHIBIT A
SCOPE OF WORK**

a copy of the agreement entered into with the Grantee).

2. CSD shall submit a program report to the FTB Business Representative bimonthly.
3. The EITC program reports shall be in Microsoft Excel format and should contain the following data elements for the reporting period:
 - a. Copies of all program reports submitted by Grantees under the terms of the grant (if requested).
 - b. Any supporting documentation FTB requires to distribute or document the use of funds.
 - c. Schedule of distributions: A schedule of distributions will be forwarded six times during the contract term as indicated here and in the table below: October (for distributions through August), December (for distributions through October), February (for distributions through December), April (for distributions through February), June (for distributions through April, and at closeout (for distributions through June).

Grantee Report Period	Bi-monthly Report due to CSD	Schedule of Distributions due to FTB
July – August	September 20, 2022	October 20, 2022
September – October	November 20, 2022	December 20, 2022
November – December	January 20, 2023	February 20, 2023
January – February	March 20, 2023	April 20, 2023
March – April	May 20, 2023	June 20, 2023
May – June	July 20, 2023	Closeout

4. Closeout Report
 - a. By February 28, 2023 and 2024, CSD shall submit a final Closeout Report to the FTB Business Representative. The report shall include final outcome data for all expenditures and activities during the term of the Agreement, as reflected in the bimonthly program reports. Any unspent funds shall be returned to FTB at the time of submission of the final Closeout Report.

- D. CSD shall endeavor to meet the performance measures designated by FTB, as set forth in Section 5. A. of this Exhibit A, to produce desired outreach outcomes.

**EXHIBIT A
SCOPE OF WORK**

7. CONTACTS

Business Representatives

Each party shall designate a business representative as a single point of contact. The business representative will have primary responsibility for the activities necessary to carry out this Agreement.

<u>FTB</u>	<u>CSD</u>
Andrew LePage	Jeffrey Kjer
Information Officer	Budget and Contract Services Manager
9646 Butterfield Way	2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95827	Sacramento, CA 95833
Work: (916) 845-2128	Work: (916) 576-7124
Email: Andrew.LePage@ftb.ca.gov	Email: Jeffrey.Kjer@csd.ca.gov

Contract Representatives

Each party shall also designate a contract representative who will have the responsibility for finalizing this Agreement.

<u>FTB</u>	<u>CSD</u>
Eric Helm-Tillman	Tracie Fong
Procurement Bureau	Budget and Contract Services Unit
P.O. Box 2086, MS: A-374	2389 Gateway Oaks Drive, Suite 100
Rancho Cordova, CA 95741-2086	Sacramento, CA 95833
Work: (916) 845-3618	Work: (916) 576-0555
Email: eric.helm-tillman@ftb.ca.gov	Email: Tracie.Fong@csd.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. ADVANCE PAYMENTS AND GRANTEE REIMBURSEMENT

The provisions below apply to each fiscal year.

- A. FTB shall make an initial advance payment to CSD in the amount of twenty-five percent (25%), of the Grantees' total costs, or \$5,000,000.00 to ensure prompt payment of reimbursable expenditures to Grantees.
- B. CSD shall use the advance and any subsequent advances solely to reimburse Grantees for CalEITC+ Education and Outreach Grant Program services provided.
- C. CSD shall reimburse Grantees on a monthly basis using advanced funds. Payment shall be based on Grantee itemized invoices, approved by CSD. Once approved, CSD will forward invoices to the State Controller's Office (SCO) from which payment will be rendered to Grantee.
- D. Proof of payment of all monthly program payments made by the SCO on behalf of CSD shall be sent to the FTB Business Representative or designee within 30 working days after payment is issued by the SCO. Accompanying the proof of payment provided to FTB shall be the list of Grantees paid, to include:
 1. Payee Name;
 2. Number of payments made; and
 3. Description of activities performed and completed.
- E. An advance shall be deemed to be liquidated once proof of payment amounting to the outstanding advance balance has been submitted to FTB.
- F. CSD may request additional advance(s) in the amount of no more than twenty-five percent (25%) of Grantees' total costs, or \$5,000,000.00, less any outstanding unliquidated advance balance. If a subsequent advance is approved, it may not exceed the remaining unexpended balance of funds allocated for Grantees' total costs.
- G. All advances must be liquidated and reconciled at the end of the contract term in accordance with the Closeout Report described in Exhibit A, Section 6.C.5.

2. ADVANCE PAYMENT & CSD REIMBURSEMENT

The provisions below apply to each fiscal year.

- A. FTB shall make an initial advance payment to CSD in the amount of twenty-five percent (25%) of CSD's total costs, or \$274,000.00.
- B. CSD shall send FTB monthly invoices in arrears for services related to this effort for the period of July 1, 2022 through June 30, 2024. The total amount of services shall not exceed ONE MILLION NINETY-SIX THOUSAND AND 00/100 DOLLARS (\$1,096,000.00) each fiscal year. FTB shall be billed for actual costs.
- C. CSD may request additional advance(s) in the amount of no more than twenty-five percent (25%) of CSD's total costs, or \$274,000.00, less any outstanding unliquidated advance balance. If a subsequent advance is approved, it may not exceed the remaining unexpended balance of funds allocated for CSD's total costs.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. INVOICING

The provisions below apply to each fiscal year.

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the FTB agrees to compensate CSD for actual expenditures incurred in accordance with the rates specified herein or attached hereto.

CSD Direct Costs (\$21,096,000.00)

- \$20,000,000.00 for fund transfer for Grantee activities and \$1,096,000.00 for program oversight costs incurred by CSD as described herein.
 - CSD Costs (\$1,096,000.00) – Defined in Exhibit B-1 Costing Worksheet
- B. Invoices must include the Agreement Number as reflected on the first page of this Agreement, and shall be submitted in duplicate not more frequently than monthly in arrears to:

Franchise Tax Board (FTB)
Fiscal Accounting
P.O. Box 2800
Sacramento, CA 95812-2800

4. BUDGET CONTINGENCY CLAUSE

- A. 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, the FTB shall have no liability to pay any funds whatsoever to CSD or to furnish any other considerations under this Agreement and CSD shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, FTB shall have the option to either cancel this Agreement with no liability occurring to FTB or offer an Agreement amendment to CSD to reflect the reduced amount.

5. PAYMENT

Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

**EXHIBIT B-1
COSTING WORKSHEET: CalEITC FY 2022/23**

Department of Community Services and Development
Costing Worksheet: Cal EITC FY 2022/23

Personnel Services	PY	Salary Range	Monthly Salary	Year 1	Year 2
				FY 2022/23	FY 2023/24
Position(s):					
Staff Services Manager I	0.4	6,124-7,608	\$ 6,866	\$ 33,000	\$ 35,000
Associate Governmental Program Analyst	3.0	5,149-6,446	\$ 5,798	\$ 209,000	\$ 219,000
Salaries and Wages	3.4			\$ 242,000	\$ 254,000
Staff Benefits @ 53.34%					
Retirement	32.00%			\$ 77,000	\$ 81,000
OASDI	6.20%			\$ 15,000	\$ 16,000
Medicare	1.45%			\$ 4,000	\$ 4,000
Health, Dental, Vision, other	14.61%			\$ 35,000	\$ 37,000
Subtotal Staff Benefits	54.26%			\$ 131,000	\$ 138,000
Total Personnel Services				\$ 373,000	\$ 392,000

Operating Expense	Annual Cost per PY	FY 2022/23	FY 2023/24
General Expense	\$ 1,000	\$ 3,000	\$ 3,000
Printing	\$ -	\$ -	\$ -
Communication	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Travel - In-State	\$ 1,000	\$ 3,000	\$ 3,000
Travel - Out-of-State	\$ -	\$ -	\$ -
Training	\$ 2,000	\$ 7,000	\$ 7,000
Facilities	\$ -	\$ -	\$ -
Consolidated Data Center	\$ -	\$ -	\$ -
Information Technology	\$ 2,000	\$ 7,000	\$ 7,000
Total Operating Expense	\$ 6,000	\$ 20,000	\$ 20,000

TOTAL POSITION(S) COST		\$ 393,000	\$ 412,000
C&PS		\$ 546,000	\$ 519,000
Indirect rate of 40%		\$ 157,000	\$ 165,000
Total Program Cost with 30% admin		\$ 1,096,000	\$ 1,096,000

Note:
Mid-range salary is used for new positions.
All totals in column "Year 1" rounded to nearest \$1,000.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **TERMINATION:** This Agreement may be canceled by either party to be effective upon 30 days after receipt of notice. CSD shall be reimbursed for all reasonable expenses incurred up to the date of termination.
3. **STATEMENT OF CONFIDENTIALITY:** The Franchise Tax Board has tax returns and other data in its custody, which is confidential data. Unauthorized inspection or disclosure of State returns, or other confidential data is a misdemeanor (Sections 19542 and 19542.1, Revenue and Taxation Code and 90005, Government Code). Unauthorized inspection or disclosure of confidential data obtained from Federal returns and other data is a felony (Sections 7213(a)(1) and 7213A(a)(1)(B) Internal Revenue Code).

CSD and each of CSD's employees or other persons who may have access to the confidential data of the Franchise Tax Board will be required to sign a statement attesting to the fact that he/she is aware of the confidentiality of the confidential data and the penalties for unauthorized disclosure thereof. It is the CSD's responsibility to notify FTB of any changes in designations.

4. **CONTRACTOR COOPERATION DURING INVESTIGATION:** CSD agrees to cooperate fully in any investigation conducted by or for FTB regarding unsatisfactory work or allegedly unlawful conduct by CSD employees or Grantees. The word "cooperate" includes, but is not limited to, in a timely manner, making CSD staff available for interview and CSD records and documents available for review.
5. **CONFLICT OF INTEREST:**
 - A. **Current and Former State Employees:** CSD should be aware of the following provisions regarding current or former state employees. If CSD has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - 1) **Current State Employees:** (PCC §10410)
 - a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - 2) **Former State Employees:** (PCC §10411)
 - a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
 - b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

B. Penalty for Violation:

(a) If CSD violates any provisions of above paragraphs, such action by CSD shall render this Agreement void. (PCC §10420)

C. Members of Boards and Commissions:

(a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e).)

D. Representational Conflicts of Interest:

CSD must disclose to FTB any activities by CSD or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to FTB. FTB may immediately terminate this Agreement if CSD fails to disclose the information required by this section. FTB may immediately terminate this Agreement if any conflicts of interest cannot be reconciled with the performance of services under this Agreement.

E. Financial Interest in Contracts:

CSD should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

F. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), CSD and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

EXHIBIT E
SENATE BILL 154 – BUDGET ACT OF 2022 (Excerpt)

7730-001-0001—For support of Franchise Tax Board..... 116,643,000

Schedule:

(1) 6280-Tax Programs	1,111,566,000
(2) 6285-Political Reform Audit (2,290,000).....	.0
(3) 6300-Legal Services Program	5,077,000
(4) 6305-Contract Work	13,598,000
(5) 9900100-Administration	39,396,000
(6)9900200-Administration—Distributed	-39,396,000
(7) Reimbursements to 6305-Contract Work	-13,598,000

Provisions:

1. It is the intent of the Legislature that all funds appropriated to the Franchise Tax Board for processing tax returns, auditing, and collecting owed tax amounts shall be used in a manner consistent with the board’s authorized budget and with the documents that were presented to the Legislature for its review in support of that budget. The Franchise Tax Board shall not reduce expenditures or redirect funding or personnel resources away from direct auditing or collection activities without prior approval of the Director of Finance. The Director of Finance shall not approve any such reduction or redirection sooner than 30 days after providing notification to the Joint Legislative Budget Committee. A position shall not be transferred from the organizational unit to which it was assigned in the 2022–23 Governor’s Budget and the Salaries and Wages Supplement, as revised by legislative actions, without the approval of the Director of Finance. The Franchise Tax Board shall expeditiously fill budgeted positions consistent with the funding provided in this act.
2. It is the intent of the Legislature that the Franchise Tax Board resolve tax controversies, without litigation, on a basis that is fair to both the state and the taxpayer and in a manner that will enhance voluntary compliance and public confidence in the integrity and efficiency of the board.
3. During the 2022–23 fiscal year, the collection cost recovery fee for purposes of subparagraph (A) of paragraph (1) of subdivision (a) of Section 19254 of the Revenue and Taxation Code shall be \$334, and the filing enforcement cost recovery fee for purposes of subparagraph (A) of paragraph (2) of that subdivision shall be \$100.
4. During the 2022–23 fiscal year, the collection cost recovery fee for purposes of subparagraph (B) of paragraph (1) of subdivision (a) of Section 19254 of the Revenue and Taxation Code shall be \$307, and the filing enforcement cost recovery fee for purposes of subparagraph (B) of paragraph (2) of that subdivision shall be \$81.
5. Of the amount appropriated in Schedule (1) of this item, \$29,057,000 is for implementation of the Earned Income Tax Credit, which, pursuant to Section 17052 of the Revenue and Taxation Code, shall have an adjustment factor at a rate of 85 percent for the 2022 tax year. Implementation of the Earned Income Tax Credit includes processing returns, auditing, and necessary system changes to support this

EXHIBIT E
SENATE BILL 154 – BUDGET ACT OF 2022 (Excerpt)

program. To effectively administer this program, the Franchise Tax Board may pay the Social Security Administration for relevant data and related development work prior to receipt of data pursuant to Section 12425 of the Government Code.

6. Of the amount appropriated in this item, \$8,129,000 is for implementation of the individual health care mandate and the associated subsidy and penalty provisions.
7. Of the amount appropriated in this item, \$20,000,000 is for outreach to create increased awareness of, and participation in, the Earned Income Tax Credit and the Volunteer Income Tax Assistance Program. These funds shall be allocated via contracts to nonprofit and community-based organizations. The participating nonprofit and community-based organizations shall particularly focus their outreach efforts on persons who file tax returns using Individual Taxpayer Identification Numbers.
8. Of the amount appropriated in this item, \$1 shall be for administration of subdivision (f) of Section 17935 of the Revenue and Taxation Code.
9. Of the amount appropriated in this item, \$1 shall be for administration of subdivision (g) of Section 17941 of the Revenue and Taxation Code.
10. Of the amount appropriated in this item, \$1 shall be for administration of subdivision (e) of Section 17948 of the Revenue and Taxation Code.
11. The Department of Finance may augment the amount appropriated in Schedule (1) in the 2022–23 fiscal year by an amount of \$7,000,000 for vendor compensation payment, for contingency payments should the Franchise Tax Board encounter unanticipated task costs not previously identified in the Enterprise Data to Revenue Project–Phase 2 Request for Proposal or contractor’s proposal. The Director of Finance may authorize expenditure of these funds not sooner than 30 days after notification in writing to the Joint Legislative Budget Committee. This provision shall apply to any item currently appropriated for support of the Enterprise Data to Revenue Project–Phase 2. Any funds provided that are not used for the specified purposes shall revert to the fund from which they were appropriated at the end of the project.
12. Of the funds appropriated in this item, any un- used amount is allowed as one-time carryover funds to the subsequent fiscal year to support the vendor payment due to the solution provider for the services performed and subject to payment.
13. Of the amount appropriated in Schedule (1), \$627,000 is for administration of the Earned Income Tax Program for Foster Youth.
14. For all new programs adopted in the second year of the 2021–22 Regular Session of the California Legislature for which the Franchise Tax Board has an administrative role, for contracts and IT projects, the Franchise Tax Board shall be exempt from all provisions of state contracting laws and any approvals or oversight from the Department of Technology or the Department of General Services and shall be exempt from Project Approval Lifecycle reporting, including Stage Gates 1-4, Financial Analysis Worksheets, Project Status Reports, and Post Implementation Evaluation Reports (as described in Sections 4819.31 through 4819.38, inclusive, of the State Administrative Manual, and subdivisions (a) to (f), inclusive, of Section 19 of the Statewide Information Management Manual).