

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

140



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
6/8/09

SUBJECT: Approval of Agreement #09F-5020 with the State of California Department of Community Services and Development for the 2009 Summer Energy Crisis Response Plan

RECOMMENDED MOTION: That the Board of Supervisors approve and:

- 1) Authorize the Chairman of the Board to sign Agreement #09F-5020 between the State of California, Department of Community Services and Development (CSD) and the Community Action Partnership of Riverside County (CAP Riverside) to fund the 2009 Summer Energy Crisis Response Plan for Riverside County at risk, low-income households, not to exceed \$30,000 for the term May 1, 2009 through October 31, 2009;
- 2) Instruct the Auditor Controller to adjust the budget as identified in the attached Schedule A.
- 3) Authorize the Director of CAP Riverside to sign assurances, exhibits, and reports required by the award.

(Continued 3 Pages)

[Signature]
Maria Y. Juarez, CCAP, Deputy Director for
Lois J. Carson, CCAP, Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$30,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS: 100% Federal	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Debra Cournoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Prev. Agn. Ref.: 10/2/07 (#3.47), 7/29/08 **District:** All **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.14

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *[Signature]* 6/8/09
Dep. SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
DATE: 6/8/09
BY: *[Signature]*
CARISA R-MCKENNA

Dep't Recomm.:
Per Exec. Ofc.:

FROM: Community Action Partnership of Riverside County
SUBJECT: Approval of Agreement #09F-5020 with the
Department of Community Services and Development
for the 2009 Summer Energy Crisis Response Plan

DATE: 6/8/09

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BACKGROUND

Since 2002, CSD has provided CAP Riverside funding to support the agency's Summer Energy Crisis Response Plan for Riverside County. The Summer Energy Crisis Response Plan is a comprehensive response to the impact of extreme hot weather on low-income county residents, especially vulnerable seniors, with emphasis in the desert areas where temperatures often exceed 105° through October.

Again this year, CAP Riverside submitted a Summer Energy Crisis Response Plan to CSD to request discretionary funding in support of the Plan. CSD approved this request and is making available \$30,000 in 2009 CSBG Discretionary funds to support approximately 42 Cool Centers throughout Riverside County. Cool Centers provide a safe cool place for individuals to escape the high heat temperatures during the summer crisis months of May through October. Cool Center attendees will be provided with energy conservation and resource information on the various energy related programs available and helpful tips for dealing with extreme hot weather. Water and nutritional snacks will be made available to participants.

Therefore, the Executive Director of CAP Riverside requests the Board approve Agreement #09F-5020 between CSD and CAP Riverside for the 2009 Summer Energy Crisis Response Plan, not to exceed \$30,000.

FINANCIAL IMPACT: No County General Funds will be required.

CONCUR/EXECUTE:

LJC:MYJ:KA:jb

FROM: Community Action Partnership of Riverside County
SUBJECT: Approval of Agreement #09F-5020 with the
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DATE: 6/8/09

PAGE: 3 of 3

SCHEDULE A
Community Action Partnership
Budget Adjustment
Fiscal Year 2009/2010

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200300000-527780	Special Program Expense	\$30,000
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INCREASE IN ESTIMATED REVENUE:

CAARC-21050-5200300000-767300	Fed – Other Govt. Agencies	\$30,000
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AGREEMENT NUMBER 09F-5020	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **May 1, 2009 through October 31, 2009**
- The maximum amount of this Agreement is: **\$ 30,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Exhibit A - Scope of Work
 Exhibit B - Budget Detail and Payment Provisions
 Attachment I, CSBG Fiscal Data
 Attachment II, CSBG Work Plan/Progress Report
 Exhibit C - General Terms and Conditions
 Exhibit D - Special Terms and Conditions
 Exhibit E - Definitions
 Exhibit F - Certification Regarding Lobbying, Disclosure of Lobbying Activities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County		I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2038 Iowa Ave, Suite B-102, Riverside, CA 92507		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Margie Chan, Deputy Director, Administrative Services		
ADDRESS 700 North 10th Street, Room D215, Sacramento, California 95811-8336		

Exempt per _____
 FORM APPROVED COUNTY COUNSEL
 BY: **LARISA R-MCKENNA**
 DATE: **6/8/09**

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The purpose of this Agreement between the Department of Community Services and Development, hereafter referred to as CSD, and the Community Action Partnership of Riverside County is to provide financial assistance to support the agency's 2009 Summer Energy Crisis Response Plan.

The Summer Energy Crisis Response Plan is a comprehensive response to the impact of extreme hot weather on low-income county residents, especially vulnerable seniors, disabled, and small children, with emphasis in the desert areas where the temperatures often exceed 120 degrees through October. The Plan consists of three key components: 1. Hot Weather Relief; 2. Disaster Preparedness; and 3. Energy Education. The Discretionary funds will be used to support the agency's goals and objectives as follows:

GOAL 1 – Support Cool Centers in approximately 42 locations throughout Riverside County. Cool Centers provide a safe cool place for individuals to escape the high heat temperatures during the summer crisis months of May through October. CAP of Riverside anticipates approximately 15,211 individuals will visit the Cool Centers in 2009.

Cool Centers attendees will be provided with energy conservation and resource information on the various energy related programs available to them including utility assistance, home weatherization, energy efficient appliances, financial management, CARE Applications, Universal Lifeline telephone services, and helpful tips for dealing with extreme hot weather. Water and nutritional snacks will be made available to participants.

Outcome: Over 13,000 county residents will reduce their extreme hot weather threat as measured by attendance at a Cool center.

Heat Warning: Issued with the Department of Public Health after contact with the National Weather Service when the forecast anticipates temperatures of 100 + for three to five consecutive days. CAP Riverside will activate the Cool Centers upon a Heat warning via print and electronic media (television, radio, newspaper).

CAP of Riverside will activate a Toll Free Hotline for residents to call to obtain information on cool center locations or for homebound residents to obtain information on how to avoid heat related emergencies. The Hotline will be open Monday through Friday from 8:00 a.m. – 5:00 p.m.

CAP Riverside will continue its leadership role in coordinating this effort with various organizations including the Fire, Sheriff, Police Department, Public Health, American Red Cross, Senior Centers, utility companies, and community and faith based organizations and city and county departments.

EXHIBIT A
(Standard Agreement)

2. Contractor agrees to provide services and activities identified above in Section 1, and further specified in the CSD Work Plan/Progress Report (CSD 626) attached to Exhibit B of this Agreement, and pursuant to the federal Community Services Block Grant (CSBG) Program, in the service area described in Exhibit A, Section 5. All services are to be provided in accordance with all applicable federal and state law and regulation and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:
- A. The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
 - B. The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.; and
 - C. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.
3. Even though the federal Community Services Block Grant Act exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding CSBG funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of CSBG funds. Therefore, Contractor agrees to apply all of the requirements, standards and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards or guidelines directly conflict with any State law or regulation at Government Code §§ 12725 et seq. or 22 CCR §§ 100601 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead:
- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
 - B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
 - C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
 - D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

The above documents are hereby incorporated by reference into this Agreement.
To access these documents, please visit www.csd.ca.gov.

EXHIBIT A
(Standard Agreement)

4. The Community Services Block Grant (CSBG) Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

5. The services shall be performed in the following service area:

Riverside County

6. Send all correspondence and fiscal reports to:

State Agency: Department of Community Services and Development

Section/Unit: Field Operations Services

Address: P.O. Box 1947
Sacramento, CA 95812-1947

Phone: (916) 341-4200

Fax: (916) 327-3153

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

PAYMENT

1. CSD will issue a **lump sum** payment to Community Action Partnership of Riverside County 2009 Summer Energy Crisis Response Plan is a comprehensive response to the impact of extreme hot weather on low-income residents in Riverside County.
2. Upon completion, Contractor may request reimbursement on Expenditure Activity Reporting System (EARS) no later than October 31, 2009 associated with the approved Attachment I Budget, and Exhibit 1.A, Scope of Work.
3. Payment is contingent upon approval of the invoice by the Project Representative. In no event shall the maximum amount payable exceed **\$30,000.00**, as set forth in Attachment I, Budget.

4. **ADDRESS FOR THE DEPARTMENT**

Notes, correspondence, invoices, and reports submitted by the Contractor to CSD pursuant to the terms of this Agreement shall be sent to:

Department of Community Services and Development
Attention: Mercy Hernandez, Field Representative
P.O. Box 1947
Sacramento, California 95812-1947

5. **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 State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor 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, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
(Standard Agreement)

6. FEDERAL BUDGET CONTINGENCY

- A. It is mutually understood that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any such reduction in funds.
- D. The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any such reduction in funds.

7. Close-Out Report/Work Plan-Progress Report (CSD 626 Rev. 3/07)

Contractor shall submit the narrative report on CSD Form 626 (Rev. 3/07) within thirty (30) calendar days after the expiration date under this Agreement, outlining the progress of the 2009 Summer Energy Crisis Response Plan. The narrative report will cover the period (May 1, 2009 through October 31, 2009). The report will also evaluate and describe the accomplishments of the 2009 Summer Energy Crisis Response Plan project.

All forms are available on the Contractor's Only webpage at www.csd.ca.gov.

8. ATTACHMENT TO CONTRACT

Attachment I

Prior to execution of this Agreement by the State, Contractor shall submit to the State Attachment I, CSBG Budget, which shall reflect a description of projected spending for the contract term.

EXHIBIT B
(Standard Agreement)

B. Attachment II

Prior to execution of this Agreement by the State, Contractor is responsible for submitting the applicable Work Plan component of this attachment. Amendments to the Work Plan will be allowed only with prior written approval by CSD.

Contractor shall also submit to the State Attachment II, CSD Work Plan/ Progress Report, which shall reflect a description of outcome/goals for the discretionary project. This information will be used to monitor the success of the identified outcome/ goal relevant to its programs, activities, and available resources for the delivery of services.

EXHIBIT B
(Standard Agreement)

Attachment I

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
2009 SUMMER ENERGY CRISIS RESPONSE PLAN

Budget Consideration:

Cool Centers

Cost associated with operation of approximately 20 Cool Centers (Outreach/advertisement, snacks, water, utility assistance, educational Information, etc.).	\$30,000
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Total Lump Sum Funding Requested: \$30,000

EXHIBIT B
(Standard Agreement)

Attachment II

CSBG PROGRAM DATA

CSD Work Plan/Progress Report

CSD 626

(Rev. 03/07)

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This Exhibit is not included with the final Agreement. The General Terms and Conditions are included in the Agreement by reference to Internet site: www.csd.ca.gov.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **CERTIFICATIONS**

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

- 1) Drug-Free Workplace Requirements Contract Certification Clause (CCC-307)
- 2) National Labor Relations Board Certification (CCC-307)
- 3) Expatriate Corporations (CCC-307)
- 4) Domestic Partners (CCC-307)
- 5) Amendment for Change of Agency Name (CCC-307)
- 6) Resolution (CCC-307)
- 7) Air and Water Pollution Violation (CCC-307)
- 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)
- 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

For detailed explanation for each of the above certifications, see www.csd.ca.gov.

B. Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

EXHIBIT D
(Standard Agreement)

attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- 4) Have not within a three-year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- 5) If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit D. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

C. Specific Assurances

- 1) Pro-Children Act of 1994

This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).

- 2) American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

EXHIBIT D
(Standard Agreement)

3) Contract Administration

This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678G (b) 1998 CSBG Reauthorization Act).

For detailed explanation for each of the above Assurances, see www.csd.ca.gov.

D. Nondiscrimination Compliance

- 1) Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this Section.
- 2) Contractor hereby certifies compliance with the following
 - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - c. Rehabilitation Act of 1973, as amended.
 - d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - f. Public Law 101-336, Americans with Disabilities Act of 1990.

For detailed explanation for each of the above documents, see www.csd.ca.gov.

2. COMPLIANCE MONITORING

- A. As the recipient of federal CSBG block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.

EXHIBIT D
(Standard Agreement)

- B. As the administrator for the CSBG block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state CSBG law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
- E. Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- F. In the event, CSD determines that Contractor is in non-compliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations or findings in writing, along with a specific action plan for correcting the non-compliance.

3. SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE AGREEMENT

- A. In addition to the State's authority to terminate or suspend funding or deny refunding under federal and State law and regulation, the State has authority to set fiscal control and fund accounting procedures to fulfill the State's oversight responsibilities and ensure that CSBG funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, the State hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions according to that section on Contractor for unsatisfactory performance of the requirements, standards, and guidelines of this Agreement.
- B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to

EXHIBIT D
(Standard Agreement)

withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal CSBG law.

4. INTERNAL CONTROL CERTIFICATION

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- A. Segregation of duties appropriate to safeguard state assets.
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

5. AUDIT REPORTS

- A. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended.
- B. The financial and compliance audit report shall contain the following supplementary financial information: A combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the contract or audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools. The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

EXHIBIT D
(Standard Agreement)

- C. Contractors shall submit to CSD one copy of the required audit report(s), and any management letter if issued by the accountant, within nine months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor. Upon written request by the Contractor's accountant, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports are to be submitted to the following address:

Department of Community Services and Development
Attention: Audit Services Unit
Post Office Box 1947
Sacramento, CA 95812-1947

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- D. In the event that an audit has not been timely submitted, CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal CSBG law.
- E. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this section. Said required audit report shall be made available to the State upon request.

6. AUDITING STANDARDS

Contractor must follow all audit requirements as set forth in this Agreement, including OMB Circular A-133 and the 2009 Supplemental Audit Guide. The 2009 Supplemental Audit Guide may be accessed at www.csd.ca.gov.

EXHIBIT D
(Standard Agreement)

7. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform applicable provisions of this Agreement. The Contractor is responsible for ensuring that all activities delegated to subcontractors are in support of this Agreement. As defined in federal CSBG law, subcontractors are not considered eligible entities and thus not subject to tripartite board or other specific requirements unique to eligible entities.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement with the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program/administrative description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor shall be responsible for conducting periodic monitoring of subcontractor's program activities and fiscal accountability. Contractor shall also ensure that any subcontracts under this Agreement contain the right of reasonable access to the subcontractors' books and records by CSD staff and representatives and by Contractor's independent auditors for purposes of ensuring the allowability of expenditures of the funds under this Agreement.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- E. Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts

EXHIBIT D
(Standard Agreement)

and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. TRAVEL/PER DIEM

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed as allowed pursuant to OMB Circular A-87 Section 43 or OMB Circular A-122 section 51 as applicable, and based on the Contractor's acceptable, written travel policy, or, in the absence of such policy, not to exceed Federal per diem requirements.
- C. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Section 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms and provisions contained therein.

9. PROCUREMENT

A. Contract Administration

- 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Exhibit B to this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or

EXHIBIT D
(Standard Agreement)

otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with one of the following requirements at Contractor's election:
 - a. Contractor shall submit for CSD's review and approval the written procurement procedures developed pursuant Section 9. A. 1) above. Upon receipt of the procedures, CSD will review them for substantial conformity with the OMB procurement guidelines and the three-bid requirement in Section 9. A. 4. above. Within thirty (30) days of receipt, CSD will provide either written approval of the procedures, or specific recommendations for amendment of the procedures. Approval shall not be withheld unreasonably; or

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- b. Absent CSD's written approval of the procurement procedures, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
 - i. Any articles, supplies, equipment or services having a per-unit cost in excess of \$5,000; or
 - ii. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 9. shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

10. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

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- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance will be reviewed for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include any cash advances, and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

B Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amount.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed

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by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.

- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.