

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



537

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
October 1, 2009

SUBJECT: Request Approval for Sole Source Agreement Made Under the American Recovery and Reinvestment Act of 2009

RECOMMENDED MOTION: That the Board approve and

1. Authorize the Chairman of the Board to sign the following sole source agreement made under the American Recovery and Reinvestment Act of 2009:
 - Riverside County Child Care Consortium (CAP-09-061) for the term July 1, 2009 through September 30, 2010, not to exceed \$212,652.
2. Authorize the Purchasing Agent to sign any ministerial amendments not to exceed the Board authorized amount;
3. Authorize the Executive Director of Community Action Partnership of Riverside County (CAP Riverside) to administer the program.

Lois J. Carson
Lois J. Carson, CCAP, Executive Director

Continued (2-pages total)

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

SOURCE OF FUNDS: 100% Federal – American Recovery and Reinvestment Act of 2009	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Larisa R-Mckenna*
 PURCHASING: *Mark Seiler*
 DATE: *10/1/09*
 DEPARTMENTAL CONCURRENCE

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

Prev. Agn. Ref.: 6/2/09 (#3.20, #3.21), 7/14/09 (3.17) | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

FROM: Community Action Partnership
Of Riverside County

DATE: 10/1/09

SUBJECT: Request for Sole Source Memorandum
Of Understanding Made Under
The American Recovery and
Reinvestment Act of 2009

PAGE: 2 of 2

BACKGROUND:

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 (ARRA). The ARRA provides CAP Riverside with approximately \$3.4 million in additional funds to the Community Services Block Grant (CSBG) program for Federal Fiscal Year 2009. The purpose of the ARRA is to create sustainable economic resources in communities by:

1. Providing a wide range of innovative employment-related services and activities tailored to the specific needs of their community;
2. Using funds in a manner that meets the short-term and long-term economic and employment needs of individuals, families, and communities; and
3. Making meaningful and measurable progress toward the reform goals of the ARRA with special attention to creating and sustaining economic growth and employment opportunities.

On June 2, 2009 (#3.20 and #3.21), the Board adopted Resolution #2009-189 and approved the CSBG ARRA Local Plan and approved sole-sourced agreements made under the ARRA with the United Way of the Inland Valleys, Boys and Girls Club of Coachella Valley, YMCA of Riverside City and County, Inc., Fair Housing Council of Riverside County, Inc., Riverside Community College District, Habitat for Humanity Inland Valley, Habitat for Humanity Riverside, Community Settlement Association, Community Investment Corporation, The Foundation for California State University, San Bernardino, Community Access Center and the Riverside County Office on Aging. On July 14, 2009 (#3.17), the Board approved the sole source agreement made under the ARRA for the County of Riverside Department of Public Health

In MOU #CAP-09-061, CAP Riverside will partner with the Riverside County Child Care Consortium to establish home-based businesses as licensed family child care providers. CSBG-ARRA funding will support and maintain the Initiative.

FINANCIAL IMPACT: No County General Funds will be required. Funding for the MOU will be contingent on the execution of the ARRA agreement between the State of California Department of Community Services and Development and CAP Riverside.

ATTACHMENTS:

Riverside County Child Care Consortium (Agreement #CAP-09-061 – 4 copies)

LJC:MYJ:KA:jb

DATE: September 22, 2009

TO: Board of Supervisors

VIA: Purchasing Agent

FROM: Lois J. Carson, CCAP
Executive Director

DEPARTMENT: Community Action Partnership of Riverside County

SUBJECT: Request for Sole Source Procurement

Supply/Service requested:

Training to establish home based businesses as licensed childcare home providers or to improve existing childcare businesses by increasing licensed capacity to service additional children in two low-income, culturally diverse areas of Riverside County.

Supplier being requested:

Riverside County Child Care Consortium

Alternative suppliers that can or might be able to provide supply/service:

None known

Extent of market search conducted:

- CAP Riverside had just completed its 2009 Community Assessment in preparation for submitting its 2010/2011 Community Action Plan to CSD. The priority needs identified by the low-income communities were consistent with the CSBG ARRA identified priorities of food, health services, employment and education. An additional priority of housing was added as specific to Riverside County. One of the most outstanding need expressed during door-to-door surveys was the need for safe and affordable child care.
- The Riverside County First 5 Commission conducted a county-wide child care needs assessment which revealed that the demand and wait lists for child care services outstrip available resources.
- CAP Riverside researched three other potential suppliers:
 - Riverside County First 5 Commission: This commission's primary focus is on meeting the needs of children ages 0 – 5 years of age. First 5's priority is to inform parents. They do not provide direct training of child care providers. They refer providers to RCCCC for training, support, assistance with business set-up, and resources.
 - Riverside County Office of Education (RCOE): RCOE provides needs assessment and user statistics to RCCCC. They provide scholarship for training child care providers but do not provide the training. All training and business support requests are referred to RCCCC.

- Riverside Community College District (RCC): RCC provides college accredited coursework in early childhood development. They refer all business start-up and licensing requests to RCCCC.
- Because recipients of the ARRA funding are under strict deadlines to meet contractual and programmatic requirements, CAP Riverside developed its Local Plan to administer funds expeditiously by expanding existing programs, partnering with organizations where CAP Riverside has had historical formal and/or informal partnerships and/or selecting suppliers with proven track records of meeting contractual requirements and/or formal/informal programmatic commitments.
- CAP Riverside obtained input, guidance, and approval from the Community Action Commission.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

- RCCCC is the only consolidated, one-stop in-home child care provider / early child development trainer/business start-up resource provider in Riverside County.
- RCCCC is the trade association for all child care centers and child care providers in Riverside County.
- RCCCC serves as the hub for all other trainers/resource providers including the community colleges, universities, Riverside County Office of Education, HeadStart, and the Riverside County Department of Public Social Services. These programs refer their constituents to RCCCC for business start-up resources and training.
- RCCCC is the centralized recipient of local child care provider statistics and oversee the development of the county-wide child care strategic plan through the Local Planning Commission.
- RCCCC targets ARRA priority populations.

Reasons why my department requires these unique features and what benefit will accrue to the county:

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 (ARRA). The ARRA provides CAP Riverside with approximately \$3.4 million in additional funds to the Community Services Block Grant (CSBG) program for Federal Fiscal Year 2009. The purpose of the ARRA is to create sustainable economic resources in communities by:

1. Providing a wide range of innovative employment-related services and activities tailored to the specific needs of their community;
2. Using funds in a manner that meets the short-term and long-term economic and employment needs of individuals, families, and communities; and
3. Making meaningful and measurable progress toward the reform goals of the ARRA with special attention to creating and sustaining economic growth and employment opportunities.

Community Action Partnership of Riverside County

2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

PROFESSIONAL SERVICES AGREEMENT: CAP-09-061

CONTRACTOR: Riverside County Child Care Consortium

CONTRACT TERM: July 1, 2009 through September 30, 2010


MAXIMUM REIMBURSABLE AMOUNT: \$212,652

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to provide training for home-based businesses as licensed family childcare providers.

WHEREAS, Riverside County Child Care Consortium is qualified to provide training for home-based businesses as licensed family childcare providers;

WHEREAS, CAP Riverside desires Riverside County Child Care Consortium hereinafter referred to as the CONTRACTOR, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP Riverside and the CONTRACTOR;

NOW THEREFORE, CAP Riverside and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for Purchasing:	Authorized Signature for CONTRACTOR: 
Printed Name of Person Signing:	Printed Name of Person Signing: Vicki Oltean
Title:	Title: Board President, RCCCC
Address: 2980 Washington St. Riverside, CA 92504	Address: 2010 Iowa Ave #100 Riverside, CA 92507
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
BY Larisa R-Mckenna 6/6/09
LARISA R-MCKENNA DATE

Riverside County Child Care Consortium
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS

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LIST OF EXHIBITS AND ATTACHMENTS

Attachment A – Scope of Work

Exhibit A – Contractor Payment Request Form 2076A

Exhibit B – Form 2076B

Exhibit C – Instructions for Form 2076A and 2076B

Exhibit D – Monthly Program Performance Report

Exhibit E – CSBG Programmatic Data – Client Characteristic Report (CSD 295-CCR)

Exhibit F – Drug-Free Workplace Certification

Exhibit G – Certification Regarding Lobbying

Exhibit H – Certification Regarding Debarment, Suspension and Related Matters

CONTRACT TERMS AND CONDITIONS

I. CAP RIVERSIDE RESPONSIBILITIES

- A. CAP Riverside will assign staff to act as liaison between the CONTRACTOR and CAP Riverside.
- B. CAP Riverside will monitor the performance of the CONTRACTOR in meeting the terms, conditions, and services in this Agreement. CAP Riverside, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and CONTRACTOR self-monitoring.

II. CONTRACTOR RESPONSIBILITIES

- A. Assign staff to act as liaison to CAP RIVERSIDE.
- B. Provide services as described in the Scope of Work attached hereto and incorporated herein as "Attachment A".

III. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$212,652

B. LINE ITEM BUDGET

Personnel: Salaries/Wages/Benefits	\$131,152
Direct Program Costs	\$80,000
Indirect Costs	\$1,500
Total Grant:	\$212,652

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CAP Riverside will reimburse the CONTRACTOR for services provided in accordance with the terms and conditions contained herein, in this Agreement.
1. The Contractor shall submit the Contractor Payment Request Form 2076A (Exhibit A) and the Form 2076B (Exhibit B) on a calendar month basis, following the instructions in Instructions for Form 2076A and 2076B (Exhibit C). **The Form 2076B is due on a monthly basis regardless of activity.** Supporting documentation such as pay stubs must accompany the 2076A. Exhibits A, B, C are attached hereto and incorporated herein by these references.
2. Each claiming period shall consist of a calendar month claiming period. Contractor invoices are due no later than the 5th day of the month after which services were rendered. Any invoice not received within the time period indicated above may be rejected by CAP Riverside in its entirety if it is not feasible for CAP Riverside to make payment.
3. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.

4. If the CONTRACTOR ceases operation for any period, then no payment will apply for that period.

D. ADVANCE PAYMENT

Upon written request by the CONTRACTOR, CAP Riverside may issue an advance payment to the CONTRACTOR in the amount not to exceed 25% of the available amount of this Agreement. Advance payment will be recaptured by deduction from each of the first four (4) monthly billings at the rate of 25% of the total advance amount. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month's repayment dollar amount.

E. RECORDS, INSPECTIONS, AND AUDITS

The CONTRACTOR shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The CONTRACTOR shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.
3. Should the CONTRACTOR disagree with any audit conducted by CAP Riverside, the CONTRACTOR shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP Riverside a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The CONTRACTOR shall not be reimbursed by CAP Riverside for such an audit.
4. In the event the CONTRACTOR does not make available its books and financial records at the location where they are normally maintained, the CONTRACTOR agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP Riverside in conducting such an audit.

F. SUPPLANTATION

The CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from CAP Riverside for, or apply any sums received from CAP Riverside, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of CAP Riverside.

G. DISALLOWANCE

In the event the CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by CAP Riverside, the CONTRACTOR shall promptly refund the disallowed amount to CAP Riverside on request, or at its option, CAP Riverside may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with CAP Riverside.

H. FINANCIAL RESOURCES

The CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

I. AVAILABILITY OF FUNDING

CAP Riverside's obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

IV. GENERAL PROVISIONS**A. EFFECTIVE PERIOD**

This Agreement is effective July 1, 2009 through September 30, 2010.

B. CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the CONTRACTOR believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement.

The CONTRACTOR agrees to inform CAP Riverside of all of the CONTRACTOR'S interests, if any, which are or which the CONTRACTOR believes to be incompatible with any interest with CAP Riverside.

C. NOTICES

All notices, reports, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

CAP Riverside:
County of Riverside
Action Partnership
of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507-2412
(951) 955-4900

CONTRACTOR:
Riverside County Child Care Community
Consortium
2010 Iowa Ave #100
Riverside, CA 92507
Attention: Debra Clark-Crews
951-248-0015

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or

statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to CAP Riverside to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

F. PRO CHILDREN ACT OF 1994

CONTRACTOR must comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative Agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

G. TRAFFICKING IN PERSON

CONTRACTOR must comply with the Trafficking Victims Protection Act of 2000 (Sec. 106(g), as amended (22 U.S.C. 7104).

1. As a recipient of this award, CONTRACTOR assures that its employees, subrecipients and subrecipients' employees shall not:
 - a. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 - b. Procure a commercial sex act during the period of time the award is in effect; or
 - c. Use forced labor in performance of the award or subawards under this award.
2. CONTRACTOR must inform CAP Riverside immediately of any information received from any source alleging a violation of a prohibition of the Act.
3. CONTRACTOR must include the requirements of Paragraph 1. a., b., c, in any subawards made.
4. CAP Riverside may unilaterally terminate this award if CONTRACTOR is found to have violated a provision of this Act.

H. PERSONNEL DISCLOSURE

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

The CONTRACTOR agrees to maintain and make available to CAP Riverside a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- All staff who work full or part-time positions by title, including volunteer positions; and
- A brief description of the functions of each position and hours each position worked; and
- The professional degree, if applicable and experience required for each position.

I. EMPLOYMENT PRACTICES

1. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P.L. 88-352).
2. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

J. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

K. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

1. Workers' Compensation:

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.**

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. **Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured.** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.**

4. General Insurance Provisions – All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- b. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. **The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein;** or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.
- d. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

L. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other

appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

M. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'S employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent contractor, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

N. ASSIGNMENT

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP Riverside. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect.

O. REPORTING

The following reports shall be submitted to CAP Riverside no later than the due dates indicated, including periods where there is no activity. Exhibit D and E are attached hereto and incorporated herein by this reference.

EXHIBIT#	TITLE OF REPORT	DUE DATE
D	Monthly Program Performance Report	5 th day of each month
E	CSBG Programmatic Data Client Characteristic Report (CSD 295-CCR)	Quarterly: Jul – Sep due Oct 5, 2009 Oct – Dec due Jan 5, 2010 Jan – Mar due Apr 5, 2010 Apr – Jun due Jul 5, 2010 Jul – Sep due Oct 5, 2010

P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon CAP Riverside, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

Q. DRUG FREE WORKPLACE CERTIFICATION

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit F, which is attached hereto and incorporated herein by this reference.

R. CERTIFICATION REGARDING LOBBYING

CONTRACTOR shall review, sign, and return the Certification Regarding Lobbying, Exhibit G, which is attached hereto and incorporated herein by this reference

S. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

CONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters Form, Exhibit H, which is attached hereto and incorporated herein by this reference

T. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

U. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, Purchasing may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

1. Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP Riverside; and/or
2. Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the CONTRACTOR but yet unpaid by CAP Riverside. CAP Riverside shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

V. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP Riverside elects to abandon, indefinitely postpone, or terminate the Agreement, CAP Riverside shall make payment for all services performed up to the date that written notice was given in a prorated amount.

W. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Services will be provided in full compliance with the Act and of Part 96 of Title 45 of the Code of Federal Regulations. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of

this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

Y. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

**ATTACHMENT A:
SCOPE OF SERVICE**

FUNDING INITIATIVE: 2009 CSBG Recovery Local Plan

The Riverside County Child Care Consortium will provide training and technical assistance to: 1) assist sixteen (16) residents in establishing a licensed family child care home business or; 2) to improve their business potential by increasing their licensed capacity to serve additional children in areas of the county identified as low-income, culturally diverse communities. Training and technical assistance include, but is not limited to, informal home inspections to ensure home meets licensing regulations, Community Child Care Licensing application process, business licenses process, fingerprint clearance, criminal background checks, fire clearances, training on business practices and child development, and resource development. Technical assistance will also include a start-up kit of equipment, materials and resources.

Geographic Area(s) of Service: County-Wide

Program Outcome(s)

1. 8 of 16 (50%) participants will increase their income by establishing a family child care home business by the end of the contract term.
2. 1 of 2 (50%) participants will increase their income by retaining a job for 12 months or longer by the end of the contract term.

Program Output(s)

1. 16 residents will receive training and technical assistance to establish or enhance a family child care home business.

Budget

Personnel: Salaries/Wages/Benefits	\$131,152.00
Direct Program Costs	80,000.00
Indirect Program Cost	1,500.00
Total Grant:	\$212,652.00

CONTRACTOR PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

TO: Community Action Partnership
of Riverside County
Attn: Fiscal Division
2038 Iowa Avenue Suite B-102
Riverside, CA 92507

FROM:

Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Customer Name _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

Advance Payment \$ _____
(If allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as CAP FORM # if required)

Unit of Service Payment

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

Any questions regarding this request should be directed to: _____
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

Authorized Signature _____ Title _____ Date _____

FOR CAP RIVERSIDE USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____	Purchase Order # and line # (10) _____	Invoice # _____
Account (6) _____	Amount Authorized _____	
Fund (5) _____	Comments _____	
Dept ID (10) _____	if amount _____	
	authorized _____	
	is different _____	
	from amount _____	
	requested _____	
Program (5) _____	Programs _____	Date _____
Class (10) _____	Fiscal (Staff) _____	Date _____
Project/Grant (15) _____	Contracts _____	Date _____
Vendor Code (10) _____	Fiscal (Accountant) _____	Date _____

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

Community Action Partnership of Riverside County
Instructions for Form 2076A and Form 2076B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A (page 1)**, **Form 2076B (page 2 - if applicable)** invoices, payroll verification, and copies of cancelled checks attached (*required*). If cover letter is included (*not required*) attach to front of Claims Packet **Mail Claims Packet to address shown on upper left corner of Form 2076A [see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)**

FORM 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name (*if not leave blank*).

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)

Self-explanatory (required).

FORM 2076B

CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind Form 2076A (*only if contract contains a line item budget, or you are to report match, or client fees collected*).

"Contractor Name"

Business name, if different than legal name (*if not leave blank*).

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved (*or amended*) in accordance with the **Fiscal Provisions** of your executed agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank (*The same documentation is required for match as for actual reimbursable costs*).

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (*if not specifically addressed in your contract you may not collect additional fees from the client*).

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY AND SHOULD BE LEFT BLANK.

**Community Action Partnership of Riverside County
MONTHLY PROGRAM PROGRESS REPORT (PPR)**

Program Name: _____

Agency / Organization: _____

Reporting Period: ___/___/___ to ___/___/___

Prepared By: _____ Title: _____ Date Submitted: ___/___/___

(Answer all questions in detail. Use as much space as needed.)

1. PROGRAM OUTCOME(S)	2. PROGRAM OUTPUT(S)
1. _____	1. _____
2. _____	2. _____
OUTCOME NUMBERS ACHIEVED	OUTPUT NUMBERS ACHIEVED
1. _____	1. _____
2. _____	2. _____

3. PROGRAM OUTCOME(S):

- A. What accomplishments have you made in meeting your program outcomes?
- B. What outcomes are not on target?
- C. What challenges have you encountered in meeting your outcomes?
- D. What is your specific plan of action in meeting your outcomes?
- E. How have challenges from the previous reporting period been resolved?

4. PROGRAM OUTPUTS:

- F. What accomplishments have you made in meeting your program outputs?
- G. What outputs are not on target?
- H. What challenges have you encountered in meeting your outputs?
- I. What is your specific plan of action in meeting your outputs?
- J. How have challenges from the previous reporting period been resolved?

5. PROGRAM OUTREACH ACTIVITIES:

6. PARTICIPANTS' SUCCESS STORIES:

7. ACTIVITIES PLANNED FOR NEXT REPORTING PERIOD:

**Community Action Partnership of Riverside County
MONTHLY PROGRAM PROGRESS REPORT (PPR)
Instructions**

You must submit a monthly report for each contract month. Keep your comments brief and focused. Reports should be no longer than 3 pages, single-spaced. Please do not simply copy and paste information from the previous month. If no new achievements have been made or activities completed, please explain why and the future plans to address this.

1. **PROGRAM OUTCOME(S) / NUMBERS ACHIEVED:**
 - List all outcomes listed in your agreement's Scope of Service (Attachment A)
 - Each month, record the number of participants meeting the outcomes.

2. **PROGRAM OUTPUT(S) / NUMBERS ACHIEVED:**
 - List all outputs listed in your agreement's Scope of Service (Attachment A)
 - Each month, record the number of participants/ activities meeting the outputs.

3. **PROGRAM OUTCOME(S):** Provide details to answer each question.

4. **PROGRAM OUTPUT(S):** Provide details to answer each question.

5. **PROGRAM OUTREACH ACTIVITIES:** How have you advertised this project to recruit participants during this report period? If you held or participated in events, please include name of event, date, location and estimated number of people who attended.

6. **PARTICIPANTS' SUCCESS STORIES:** What successes are noteworthy during this report period?

7. **ACTIVITIES PLANNED FOR NEXT REPORTING PERIOD:** Describe key program activities, training, outreach, services planned for the next report period.

Please use the CSD 295 -- Client Characteristic Report Instructions and Helpful Hints document to complete this form.

1 Contractor Name: Contract #:
 Prepared By (print name/title): Report Period:

Demographic data should be collected on ALL clients receiving services under any program administered by the designated Community Action Agency.

Yellow Highlighted Sections represent demographics collected on INDIVIDUALS			
2 Total unduplicated number of persons about whom one or more characteristics were obtained		<input type="text"/>	
3 Total unduplicated number of persons about whom no characteristics were obtained		<input type="text"/>	
Blue Highlighted Sections represent demographics collected on FAMILIES			
4 Total unduplicated number of families about whom one or more characteristics were obtained		<input type="text"/>	
5 Total unduplicated number of families about whom no characteristics were obtained		<input type="text"/>	
6. Gender		12. Family Size	
Number of Persons*		Number of Families***	
a. Male	<input type="text"/>	a. One	<input type="text"/>
b. Female	<input type="text"/>	b. Two	<input type="text"/>
*Total	<input type="text"/>	c. Three	<input type="text"/>
7. Age		d. Four	
Number of Persons*		e. Five	
a. 0-5	<input type="text"/>	f. Six	
b. 6-11	<input type="text"/>	g. Seven	
c. 12-17	<input type="text"/>	h. Eight or more	
d. 18-23	<input type="text"/>	***Total	
e. 24-44	<input type="text"/>	13. Source of Family Income	
f. 45-54	<input type="text"/>	Number of Families	
g. 55-69	<input type="text"/>	a. Unduplicated # of Families	
h. 70+	<input type="text"/>	Reporting One or More Sources	
*Total	<input type="text"/>	of Income***	
8. Ethnicity/Race		b. Unduplicated # of Families	
I. Ethnicity		Reporting No Income	
a. Hispanic or Latino	<input type="text"/>	Total UNDUP Families who responded	
b. Not Hispanic or Latino	<input type="text"/>	as either having a source of income	
*Total	<input type="text"/>	or having no income	
II. Race		Record the sources of each family income as reported in 13a	
a. White	<input type="text"/>	above:	
b. African American	<input type="text"/>	c. TANF	
c. Native American and Alaskan Native	<input type="text"/>	d. SSI	
d. Asian	<input type="text"/>	e. Social Security	
e. Native Hawaiian and Other Pacific Islander	<input type="text"/>	f. Pension	
f. Other	<input type="text"/>	g. General Assistance	
g. Multi-Race (any 2 or more of the above)	<input type="text"/>	h. Unemployment Insurance	
*Total	<input type="text"/>	i. Employment + other source	
9. Education Level of Adults		14. Level of Family Income	
Number of Persons 24+**		% of HHS guideline	
Number of Families***		Number of Families***	
a. 0-8	<input type="text"/>	a. Up to 50%	
b. 9-12/non-graduate	<input type="text"/>	b. 51% to 75%	
c. High sch. Grad./GED	<input type="text"/>	c. 76% to 100%	
d. 12+ some post secondary	<input type="text"/>	d. 101% to 125%	
e. 2 or 4 yr. College graduates	<input type="text"/>	e. 126% to 150%	
**Total	<input type="text"/>	f. 151% and over	
10. Other Characteristics		***Total	
Number of Persons****		15. Housing	
# of Persons # Surveyed		Number of Families***	
a. No Health insurance	<input type="text"/>	a. Own	
b. Disabled	<input type="text"/>	b. Rent	
11. Family Type		c. Homeless	
Number of Families***		d. Other	
a. Single parent/female	<input type="text"/>	***Total	
b. Single parent/male	<input type="text"/>	16. Other family characteristics	
c. Two-parent household	<input type="text"/>	Number of Families***	
d. Single person	<input type="text"/>	a. Farmer	
e. Two adults - no children	<input type="text"/>	b. Migrant Farmworker	
f. Other	<input type="text"/>	c. Seasonal Farmworker	
***Total	<input type="text"/>		

* The sum in this category should not exceed the value of Section 2.
 ** The sum in this category should not exceed the value of Section 7e-h.
 *** The sum in this category should not exceed the value of Section 4.
 **** The numbers reported under either column should not exceed the value of Section 2.

Purpose: Utilize this document to assist in the completion of the CSD 295—Client Characteristic Report.

- The 295 is designed to collect demographics on all clients served by the agency.
 - ✓ *Non-Profit Agencies: data should be collected on all clients served by any of the programs administered by the Community Action Agency.*
 - ✓ *Local Government Agencies: data should be collected on all clients served by the Department/Unit that has been designated to administer CSBG. This would include client data from all programs administered by the designated Department/Unit.*

Retrieving the form:

- This form can be downloaded from the CSD Web Page at www.csd.ca.gov
- The correct form should have the revision date (located at the top left corner) of 11/07.
- Use the form as is – do not recreate or alter the form in any way. Any form that has been altered or recreated will not be accepted. NOTE: This form has been created for IBM compatible users.

Completing the CSD 295:

- Use the Tab key to navigate to the next data entry cell, using Shift & Tab will send you to the previous data entry cell.
- Do not use characters such as N/A, if the data is unavailable or not applicable to your agency, leave the cell blank.
- Please note that zeros should not be used to indicate that you do not collect that information, but rather used to indicate the null value (0).

Printing the form for your records:

- When printing the 295 for your records, the form should be already formatted. However some printers, have different defaults that can alter the settings set by CSD. Therefore if you are experiencing the following problems here are some solutions to try:
 - **One or more columns are printing on a separate page:**
 1. Go to view,
 2. Click Page Break Preview. (This will show where the page is breaking with either blue solid lines and/or blue broken lines.)
 3. Click and grab the blue line that is breaking the columns and drag to the last column. (This should reformat the page to one page wide.)
 4. Select print and the problem should be corrected.

Submitting the forms:

- Please do not send hard copies of the CSD 295, CSD only wants the electronic copy.
- Submit the report via e-mail to CSBGReports@csd.ca.gov by January 20, 2008 for the January 2007—December 2007 Program Year.
- Please do not send the reports directly to your Field Representative or Field Operations managers. Please only send a copy to CSBGReports@csd.ca.gov.

CSD 295 –General Hints:

- Make sure to use the correct CSD 295 reporting form. This form has a revision date of 11/07.
- The cells that show a red triangle in the right corner are cells that have a comment/reminder to assist in the completion of the form. To see the comment place the mouse in that cell and the message will pop up. Another option is to right click in the cell with a comment and choose *show comment* and the comment will appear permanently. To hide the comment, right click in the cell again and choose *hide comment* and it will disappear.
- Make sure to double check the footnote verifications to make sure the values entered fall within the proper verification.
 - ✓ * *The sum in this category should not exceed the value of Section 2.*
 - ✓ ** *The sum in this category should not exceed the value of Section 7e-h.*
 - ✓ *** *The sum in this category should not exceed the value of Section 4.*
 - ✓ **** *The numbers reported under either column should not exceed the value of Section 2.*
- Sections 2, 3, and 6-10 collect INDIVIDUAL demographic data.
- Sections 4, 5 and 11-16 collect FAMILY demographic data.
- Both Individual AND Family demographic data should be collected on all clients.
 - ✓ *1 client = 1 individual and 1 family.*
 - ✓ *4 clients from same family = 4 individuals and 1 family.*
 - ✓ *"Family" is self-defined by the client(s) being served.*

Section 1:

- Enter contractor name, report period, preparer's name and contract number.

Sections 2, 3 and 6 – 10 Collects Demographics on INDIVIDUALS**Section 2 – Total Unduplicated Number of Persons about whom one or more characteristics were obtained:**

- To the extent possible, agencies should attempt to report unduplicated counts.
- To obtain unduplicated counts, an agency will need to have a system to distinguish each individual so the number of services the individual is provided can be assigned to that individual.
 - ✓ *For example: if a person enters an agency and receives seven different services, an unduplicated count would record one person, not seven services.*

Section 3 – Total Unduplicated number of persons about whom no characteristics were obtained:

- Enter the total the number of persons for whom characteristics were not obtained.
 - ✓ *Please note: This would include any clients that were served, however demographics were not collected.*

Section 6 – Gender:

- Report the Gender on individuals receiving services.
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note * on the CSD 295.

Section 7—Age:

- Report the age of the individuals receiving services.
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note * on the CSD 295.

Section 8 – Ethnicity and Race:

- Report one ethnicity AND one race for each individual receiving services.
- Ethnicity and Race are determined by self-identification: *Ethnicity and Race shall not be limited to being biologically or genetically determined, it can also be thought of in terms of social and cultural characteristics as well as ancestry.*
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note * on the CSD 295.

Section 9 – Education Level of Individuals 24 years or older:

- Only collect the education level of those individuals receiving services that are 24 years or older.
- The total of this section cannot exceed the sum of Section 7e-7h. See Asterisk Note ** on the CSD 295.

Section 10 – Other Characteristics:

- Report the number of individuals receiving services that were surveyed about their health insurance or disability. All individuals that are asked about each of the two items should be reported in the # Surveyed column. Of those surveyed, the number that report having no health insurance and/or disabled should be reported in the # of Persons column. If an individual receiving services has any form of health insurance, including Medicare or Medicaid, they should be included in the # surveyed column only. Do not count any other family members.
- The definition of “disabled” used in this form is taken from the Americans With Disabilities Act of 1990: “The term disability means, with respect to an individual (a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual, (b) a record of such an impairment, (c) being regarded as having such an impairment.” Any individual who responded to this question but is not disabled should be included in the # Surveyed column only.
- The number reported under the column # of Persons should not exceed the number reported under # Surveyed for that line item.
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note **** on the CSD 295.

Sections 4, 5 and 11-16 Collects Demographics on FAMILIES

Section 4 – Total Unduplicated number of families about whom one or more characteristics were obtained:

- To the extent possible the numbers reported here should be unduplicated.
- This requires that a similar system of unique identifiers be in place, which, in addition to identifying an individual, also identifies a family.
 - ✓ *For example: if a family member comes in and receives four services and another family member comes in and receives six services, an unduplicated count would record one family, and two individuals.*

Section 5 – Total unduplicated number of families about whom no characteristics were obtained:

- Enter the total number of families for whom characteristics were not obtained. Please note: This number would include clients that were served, but demographics were not collected on the family.
- To the extent possible the numbers reported here should be unduplicated.

Section 11 – Family Type:

- Based on the clients, family composition, report the type of family. If the family type of the recipient is not reflected in one of these types please mark "other."
- Make sure that the total of this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 295.

Section 12 – Family Size:

- Report the number of persons in the client's family.
- Make sure that the total of this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 295.

Section 13 – Source of Family Income:

- 13a: Enter the total number of families reporting one or more sources of income
- 13b: Enter the total number of families reporting NO income
- Please enter the type or types of income received by all persons in the family.
- Food Stamps, Medicaid and other in-kind benefits (LIHEAP, WAP, etc.) will not be included in these calculations.
 - ✓ Item 13a: Unduplicated # of Families Reporting One or More Sources of Income: With this Section we are attempting to collect an *unduplicated* count of families who indicated that the household receives one or more sources of income.
 - ✓ Item 13b: Unduplicated # of Families Reporting No Income: This section attempts to collect an *unduplicated* count of families who indicate that the household has no income.
 - ✓ Item 13c: TANF: Enter the unduplicated number of families who receive funds from the HHS Temporary Assistance for Needy Families program.
 - ✓ Item 13d: SSI - Supplemental Security Income: This is federal assistance usually provided to persons whose Social Security payments are inadequate. Please enter the unduplicated number of families who receive SSI benefits.
 - ✓ Item 13e: Social Security: Enter the unduplicated number of families who receive Social Security benefits.
 - ✓ Item 13f: Pension: Any type of income earned from private pensions, e.g., company retirement, IRA income or 401(k)(Keough). Please enter the number of families who receive Pension benefits.
 - ✓ Item 13g: General Assistance: This is usually a state-funded program available for emergencies and in some instances becomes a regular source of income for single clients. It has a variety of names, for instance, in some states it is called General Relief. Please enter the unduplicated number of families that receive General Assistance.
 - ✓ Item 13h: Unemployment insurance payments: Enter the unduplicated number of families that receive Unemployment Insurance payments.

- ✓ **Item 13i: Employment plus any other sources:** Enter the unduplicated number of families that have income from employment *and* from any other sources such as those included in this list.
 - ✓ **Item 13j: Employment only:** Please enter the unduplicated number of families for whom employment is the only source of income. Employment is considered wages and salaries before deductions and self-employed income less operating expenses. Sections 13.i and 13.h are mutually exclusive.
 - ✓ **Item 13k: Other:** Enter the unduplicated number of families that report other sources of income, including investments, rent, etc.
- Make sure that the values reported in Item 13a and 13b do not exceed the value in Section 4. See Asterisk Note *** on the CSD 295
 - The value in item a, should be greater than or equal to the values reported in items c-k.
 - For all the items you will report the number of families receiving that source, not the number of individuals in the family receiving the source.
 - ✓ *For example:* A family of four, where both parents are employed and the mother is receiving SSI, and the father and mother has 2 types of investments would be reported as follows:
 - Item 13a = 1
 - Item 13d = 1
 - Item 13i = 1
 - Item 13k = 1

Each item they have would be reported as 1, even though both parents are working because they are 1 family.

Section 14 – Level of Family Income % of HHS Guidelines:

- Section refers to income levels of the families served compared to the current HHS Poverty Income Guidelines, published annually in the Federal Register.
- Make sure that the total of this section does not exceed the value in Section 4. See Asterisk Note ***.

Section 15 – Housing:

- Report the housing situation of the family:
 - ✓ **Item 15a: Own:** Please enter the number of families that own their home.
 - ✓ **Item 15b: Rent:** Please enter the number of families that rent their housing. Rent can be considered as money or services exchanged for housing and payment of a portion of rent in units shared with others.
 - ✓ **Item 15c: Homeless:** Please enter the number of families that were homeless. The definition of the term "Homeless" used for this form, taken from the Stewart B. McKinney Homeless Assistance Act, follows: "Homeless" or "homeless individual" includes: (1) An individual who lacks a fixed, regular, and adequate nighttime residence; and (2) An individual who has a primary nighttime residence that is: A supervised, publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); An institution that provides a temporary residence for individuals intended to be institutionalized; A temporary, makeshift arrangement in the accommodations of other persons or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings." The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.
 - ✓ **Item 15d: Other:** If neither Items 15a, 15b nor 15c describe the family's housing situation record them here.

- Make sure that the total of this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 295.

Section 16 – Other Family Characteristics:

- Report families that are farmworkers in the categories below:
 - ✓ Item 16a: Farmer: Enter the number of families served who are farmers. The value of this item should not exceed the value in Section 4.
 - ✓ Item 16b: Migrant Farmworker: Enter the number of families served who are migrant farm workers. The value of this item should not exceed the value in Section 4.
 - ✓ Item 16c: Seasonal Farmworker: Enter the number of families served who are seasonal farm workers. The value of this item should not exceed the value in Section 4.
 - Make sure that the value of each item in this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 295.
-

If you need further training and technical assistance, please contact your assigned Field Representative.

CSD 295 - Client Characteristics Report

Quick Check

- ✓ **Is item 4 greater than item 2? It should not be.**
 - ❖ For example: One family of 4 comes in for services. This would mean that 4 individuals are receiving service (Item 2) and 1 family is receiving services (Item 4).
 - ❖ The numbers reported in items 2 & 4 should be comparable (Item 2 will probably always be greater). Since every individual is a family of one – it should not happen where an agency serves 10,000 individuals and only 500 families. This should tell you that the agency is collecting family information on all clients.
 - ❖ This information also applies to items 3 & 5.

- ✓ **Is the total in Item 6 greater than Item 2? It should not be.**
 - ❖ The agency should not report the gender of more people *than they reported serving*.

- ✓ **Is the total in Item 7 greater than Item 2? It should not be.**
 - ❖ The agency should not report the ages of more people *than they report serving*.

- ✓ **Is the total in Item 8 greater than Item 2? It should not be.**
 - ❖ The agency should not be reporting the ethnicity of more people *than they report serving*.
 - ❖ **Common error:** Often the total reported in Item 8-1 is far below the number reported in Item 2 – this is not necessarily wrong. However, if this happens it does tell you that the agency is not collecting the ethnicity of all their clients.

- ✓ **Is the total in Item 9 greater than the total of Item 7 e-h? It should not be.**
 - ❖ Item 9 is collecting the education level of adults only (individuals 24 years old or older). Therefore, you add up the totals reported in Item 7e-h only. The total in Item 9 cannot be greater than this total.

- ✓ **Is the total in the “# of persons” box greater than the “# Surveyed” box? It should not be.**
 - ❖ The “# Surveyed” box is how many people were asked this question. The “# of persons” is how many people answered in the affirmative.
If you only ask 500 the question – you can’t have 501 answers.
 - ❖ **Common error:** Often the total reported in the “# Surveyed” box is far below the number reported in Item 2 – this is not necessarily wrong. However, if this happens it does tell you that the agency is not asking this question of all their clients

- ✓ **Is the total in Item 11 greater than the total in Item 4? It should not be.**
 - ❖ The agency should not be reporting the family type of more *families than they report serving.*

- ✓ **Is the total in Item 12 greater than the total in Item 4? It should not be.**
 - ❖ The agency should not be reporting the family size of more *families than they report serving.*

- ✓ **Is the total in Item 13a greater than the total in Item 4? It should not be.**
 - ❖ The total numbers of families reporting one or more sources of income should not be greater than the total number of *families the agency reports serving.*

- ✓ **Is the total in Item 13b greater than the total in Item 4? It should not be.**
 - ❖ The total numbers of families reporting no income should not be greater than the total number of *families the agency reports serving.*

- ✓ **Look at each total in Items 13c-13k. Are any of these *individual line item totals* greater than 13a? They should not be.**
 - ❖ Each family reports each source of income *only once* (even if two family members receive SSI, they would only report the source once). So, the total number of families reporting each source of income cannot be greater than the total number of families the agency is reporting they collected sources of income on.

 - ❖ **Common error:** Often agencies tend to add Items 13c-13k together and they get confused. **Nothing in this section is added together.**

- ✓ **Is the total in Item 14 greater than the total in Item 4? It should not be.**
 - ❖ The total number of families reporting their family income should not be greater than the *total number of families the agency reports serving.*

- ✓ **Is the total in Item 15 greater than the total in Item 4? It should not be.**
 - ❖ The total number of families reporting their housing type should not be greater than the *total number of families the agency reports serving.*


- ✓ **Is the total in Item 16 greater than the total in Item 4? It should not be.**
 - ❖ The total number of families reporting their other characteristic should not be greater than the *total number of families the agency reports serving.*

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit F**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME Riverside County Child Care Consortium		FEDERAL ID NUMBER 33-0265253
BY (Authorized Signature) 		DATE EXECUTED 9/23/09
PRINTED NAME AND TITLE OF PERSON SIGNING Vicki Oltean		TELEPHONE NUMBER (Include Area Code) (951) 248-0015
TITLE Board President		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 2010 Iowa Avenue, Suite 100, Riverside, CA 92507		

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

FAMILY SUPPORT ADMINISTRATION

Program: CSBG Stimulus Recovery Funds

Period: July 1, 2009 through September 30, 2010


The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	Board President
Signature	Title
Riverside County Child Care Consortium	9/23/09
Agency/Organizations	Date


**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

Program: CSBG Stimulus Recovery Funds

Period: July 1, 2009 through September 30, 2010

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 (3) 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, 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; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

	Board President
_____ Signature	_____ Title
Riverside County Child Care Consortium	9/23/09
_____ Agency/Organization	_____ Date