

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



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
12/10/09

SUBJECT: Community Services Block Grant Discretionary Fund Agreement #10F-4072 for the Earned Income Tax Credit and Access to Assets – 2 Programs

RECOMMENDED MOTION: That the Board of Supervisors approve and

1. Authorize the Chairman of the Board to sign the attached Agreement #10F-4072 between the State of California, Department of Community Services and Development (CSD) and Community Action Partnership of Riverside County (CAP Riverside) for \$45,000 to fund the Earned Income Tax Credit (EITC) and Access to Assets-2 (AtA2) programs covering the term October 1, 2009 through September 30, 2010;
2. Instruct the Auditor Controller to increase the budget as identified in the attached Schedule A;
3. Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement; and
4. Authorize the Executive Director of CAP Riverside to administer the program.

Continued – 3 pages total

[Signature]

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

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 45,000	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Federal

Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

[Signature]
BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 12/9/09
LARISSA R-MCKENNA, DATE Departmental Copy

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
12/10/09
[Signature]
SUSANA GARCIA-BOCANegra

Prev. Agn. Ref.: 10/21/08 (#3.11) | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.5

FROM: Community Action Partnership
of Riverside County

DATE: 12/10/09

SUBJECT: Agreement #10F-4072 with Department of
Community Services and Development
for the Earned Income Tax Credit and
Access to Assets – 2 Programs

PAGE: 2 of 3

BACKGROUND:

Agreement #10F-4072 provides funding to increase the economic security of low-income families and TANF recipients in Riverside county by expanding ongoing efforts of four (4) of its programs: (Individual Development Accounts, EITC, Project B.L.I.S.S. (Building Links Impacts Self-sufficiency), and Temporary Assistance for Needy Families (TANF) Employment Partnership) into a replicable high impact asset/wealth building model: Access to Assets-2.

AtA-2 links matched savings, tax refunds and credits, empowering partnerships between low-income families and community members, community education, outreach and empowerment.

Strategies include:

- Radio advertisements in English and Spanish;
- Recruitment and training of three (3) "Outreach Assistants", for the purpose of conducting educational workshops;
- Direct promotion of EITC sites and times at CalWORKs orientation and Job Club sessions;
- Direct referrals of interested families for enrollment in CAP Riverside's AtA-2 programs;
- Addition of three (3) new community partnerships, with the intent of increasing general community awareness and involvement; and
- Recruitment and training of fifteen (15) new volunteer tax preparers.

FINANCIAL IMPACT: No County General Funds will be required.

FROM: Community Action Partnership
of Riverside County

DATE: 12/10/09

SUBJECT: Agreement #10F-4072 with Department
of Community Services and Development
for the Earned Income Tax Credit and
Access to Assets – 2 Programs

PAGE: 3 of 3

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

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200300000-527780	Special Program Expense	\$45,000
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INCREASE IN REVENUE:

CAARC-21050-5200300000-767220	Fed-Other Operating Grants	\$45,000
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STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev. 6/03)

AGREEMENT NUMBER 10F-4072	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

1. 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
2. The term of this Agreement is: **October 1, 2009 through September 30, 2010**
3. The maximum amount of this Agreement is: **\$ 45,000.00**
4. 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 (GTC - 307)
 - Exhibit D - Special Terms and Conditions
 - Exhibit E - Additional Provisions
 - Exhibit F - Definitions
 - Exhibit G - Certification Regarding Lobbying/Disclosure of Lobbying Activities

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



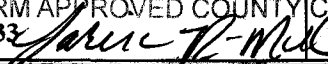
CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Community Action Partnership of Riverside County	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE 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 <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Lee, Manager, Information Technology Services	
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California	
FORM APPROVED COUNTY COUNSEL BY  LARISA R-MICKENNA	Exempt per _____ DATE 12/10/09

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK:

1. **PURPOSE**

The purpose of this Agreement between the Department of Community Services and Development, hereinafter referred to as CSD, and Community Action Partnership of Riverside County to increase utilization of the Earned Income Tax Credit (EITC) among eligible residents of Riverside County. Additionally, the grant is intended to augment CAP of Riverside County's related asset-building programs.

Strategies to accomplish this goal include but are not limited to the following:

- Radio advertisements in English and Spanish
- Recruitment and training of 3 "Outreach Assistants", for the purpose of conducting educational workshops
- Direct promotion of EITC sites and times to CalWORKs clients, at CalWORKs orientation and Job Club sessions
- Direct referrals of interested families to CAP of Riverside County asset-building program managers, for enrollment in asset-building programs
- Addition of 3 new community partnerships, with the intent of increasing general community awareness and involvement
- Recruitment and preparation of 15 new tax preparation volunteers

2. Contractor agrees to provide EITC services and activities, with the purposes of advancing self-sufficiency and reducing economic dependency. These services and activities are to be made available to eligible beneficiaries residing in Contractor's Service Area, as described in Exhibit A, Section 6.

3. **COMPLIANCE**

All services and activities are to be provided in accordance with all applicable federal and state laws and regulations 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)

EXHIBIT A
(Standard Agreement)

4. REQUIREMENTS, STANDARDS AND GUIDELINES

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)

5. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

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

6. SERVICE AREA

The services shall be performed in the following service area:

Riverside County

EXHIBIT A
(Standard Agreement)

7. ADDRESSES

Send all correspondence to:

State Agency: Department of Community Services and Development
Section/Unit: Field Operations Services
Mailing Address: Post Office Box 1947
Sacramento, CA 95812-1947
Address: 2389 Gateway Oaks, Suite 100
Sacramento, CA 95833
Phone: (916) 576-7109
Fax: (916) 263-1406

\\Cobra\Shared\Contracts\Community Services Block Grant\2010 Community Services Block Grant\2010 CSBG Discretionary
Contracts\10F-4072 CAP of Riverside Exhibit A Scope of Work - 11 10 09 Disc.doc

EXHIBIT B
(Standard Agreement)

TERM AND AMOUNT OF AGREEMENT, BUDGET DETAIL, AND PAYMENT PROVISIONS

1. **BUDGET**

- A. Concurrent with the execution of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms (CSD 902.S, 902.1.1, and 902.1.2) attached to this EXHIBIT B, based on the Maximum Amount of this Agreement. Pursuant to the instructions for CSD 902 S, Contractor must include an itemized list identifying all other known funding sources and amounts that make up the total annual operating budget of the community action program(s). Submit an internal annual budget displaying the anticipated funding sources and their term dates.
- B. Contractor shall provide CSD with justification for all projected expenditures in the budget, including a detailed budget narrative justifying expenditures in connection with budget support personnel and related non-personnel costs. The justification shall be appended to the Budget Summary.
- C. Contractor shall expend its full contract allocation by September 30, 2010. No contract term extension will be permitted to expend any remaining funds at the end of the contract term.

2. **ADMINISTRATIVE EXPENSES**

Administrative expenses charged by Contractor under this agreement are limited to twelve percent (12%) of the Maximum Amount of this Agreement. All administrative expenses expended by subcontractors and charged to Contractor shall be aggregated with Contractor's administrative expenses to arrive at a total which may not exceed twelve percent (12%) of the Maximum Amount of this Agreement.

3. **ADVANCE PAYMENTS**

- A. Upon written request by the Contractor, the State may issue one working capital advance, subject to CSD approval, in an amount not to exceed 25 percent (%) of the total amount of this Agreement. A request for an advance is to be submitted only in the event the agency is experiencing financial hardship. Contractor shall submit an advance payment request on agency letterhead providing justification for the amount of the capital advance and how the advance will be used. Burden of proof of financial hardship for which request is based will be the responsibility of the requesting agency.

EXHIBIT B
(Standard Agreement)

- B. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25% of the total amount of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment on agency letterhead providing justification for the amount of the capital advance and how the advance will be used. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).
- C. Your advance must be repaid in full by the 8th reporting period (May 1, 2010 to May 30, 2010). Beginning with the 9th reporting period (June 1, 2010 to June 31, 2010), CSD will initiate repayment of any outstanding advance balance. An exception may occur if the expenditure reports submitted are less than the advance balance. In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance. It is also acceptable to repay advanced funds ahead of this schedule.

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: Blaise Keenan, Research Analyst II,
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. **PAYMENT AND REPORTING REQUIREMENTS)**

- A. **Monthly Expenditure Reports**
 - 1) Contractors shall submit reports of their expenditures to CSD under this agreement by entry onto the web-based Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifteenth (15th) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
 - 2) All adjustments must be reported through EARS under the report period in which the expenditures occurred.
- B. **Programmatic Reports**
 - 1) **Work Plan and Progress Report**

For projects funded with discretionary monies, as with all other CSBG projects, a status report shall be submitted on a quarterly basis. This submission is required for the purposes of monitoring the progress of

EXHIBIT B
(Standard Agreement)

projects. This requirement applies to this EITC project. CAP of Riverside County shall complete and submit the EITC Work plan and Progress Report CSD 968 at CSBGReports@csd.ca.gov on or before the fifteenth (15th) calendar day following the reporting period, irrespective of the level of activity in the preceding period. Please see the report due dates below.

Report Interval	Report Due Date
Oct. 1, 2009 - Dec. 31, 2009	January 15, 2010
Jan. 1, 2010 - Mar. 31, 2010	April 15, 2010
Apr. 1, 2010 - Jun. 30, 2010	July 15, 2010
Jul. 1, 2010 - Sep. 30, 2010	October 15, 2010

C. Close-Out Report

Contractors shall submit all the appropriate CSD close-out forms within thirty (30) calendar days after the expiration date or when all funds have been fully expended under this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the close-out packet by CSD and subject to final review by CSD's Audit Services Unit.

- 1) The close-out packet shall include the forms below which will be available on the CSD website www.csd.ca.gov.
 - a. CSD 925 Close out checklist with authorized signature
 - b. CSD 925 C Program Income/Interest Earned
 - c. CSD 925 D Equipment Inventory Schedule
- 2) Final expenditures must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the final report due date.
- 3) All adjustments must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS). Each adjustment must reflect the actual expenditure period when the adjustment occurred.
- 4) Subsequent payments for CSBG and the issuance of other CSD contracts shall be contingent upon timely receipt of the close-out packet.

EXHIBIT B
(Standard Agreement)

8. SCHEDULE OF ATTACHMENTS

The following attachments to this exhibit are hereby attached and incorporated by this reference:

ATTACHMENT I CSBG FISCAL DATA (CSD 902.S, 902.1.1, 902.1.2)
ATTACHMENT II EITC Work Plan and Progress Report

\\Cobra\Shared\Contracts\Community Services Block Grant\2010 Community Services Block Grant\2010 CSBG Discretionary Contracts\10F-4072 CAP of Riverside Exhibit B Budget Detail and Payment Provisions 11 10 09 Disc.doc

EXHIBIT B
(Standard Agreement)

ATTACHMENT I

CSBG FISCAL DATA

(CSD 902.S, 902.1.1, 902.1.2)

ATTACHMENT I

ARRA / CSBG FISCAL DATA -- CONTRACT BUDGET (SUMMARY)

Contractor Name: Community Action Partnership of Riverside Co.	Contract Number: 10F-4072	Program Yr. 2009/2010 Amount: \$45,000
Prepared By: Kathryn Armstrong, Fiscal Officer	Contract Term: 10/1/2009 - 9/30/2010	Amendment #:
Telephone #: (951) 955-4900	Fax Number: (951) 955-6506	
Date: December 1, 2009	E-mail Address: kjarmstrong@capriverside.org	

SECTION 10: ADMINISTRATIVE COSTS

Line Item	Description	ARRA/CSBG Funds
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of Section 80)		

SECTION 20: PROGRAM COSTS

Line Item	Description	ARRA/CSBG Funds
8	Salaries and Wages	\$32,118
9	Fringe Benefits	
10	Operating Expenses	
11	Equipment	
12	Out-of-State Travel	
13	Subcontractor Services	
14	Other Costs:	\$12,882
Subtotal Section 20: Program Costs		\$45,000

SECTION 40: Total ARRA/CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)	\$45,000
SECTION 70: Enter "Other Agency Operating Funds"	0
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)	\$45,000
SECTION 90: ARRA/CSBG Funds Administrative Percent (Section 10 divided by Section 80)	0

ATTACHMENT I -- BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Community Action Partnership of Riverside Co.	Contract Number: 10F-4072	Program Yr. 2009/2010
Prepared By: Kathryn Armstrong, Fiscal Officer	Contract Term: 10/1/2009 - 9/30/2010	Amendmen
Telephone #: (951) 955-4900	Fax Number: (951) 955-6506	
Date: December 1, 2009	E-mail Address: kjarmstrong@capriverside.org	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

EXPLAIN AND JUSTIFY EACH LINE ITEM Totals must match Budget Summary (902.S) Attach additional sheet(s) if necessary Missing descriptions shall result in delay of the contract execution.	ARRA	
	Section 10 Administrative Costs	Section 20 Program Costs
List all Contract & Consultant Services 0	3 sum should equal total on line 3 on the Budget Summary Form (902 S) 0	10 sum should equal total on line 10 on the Budget Summary Form (902 S) 0
List all Equipment Purchases 0	4 sum should equal total on line 4 on the Budget Summary Form (902 S) 0	11 sum should equal total on line 11 on the Budget Summary Form (902 S) 0
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip 0	5 sum should equal total on line 5 on the Budget Summary Form (902 S) 0	12 sum should equal total on line 12 on the Budget Summary Form (902 S) 0
List all Subcontractor Services 0	6 sum should equal total on line 6 on the Budget Summary Form (902 S) 0	13 sum should equal total on line 13 on the Budget Summary Form (902 S) 0
Other Costs - Explain & Justify each line item:		
i. Any additional Other Costs (attach additional sheet if necessary): Refer to attached Budget Narrative		\$12,882
ii. Direct Client Purchases:		
iii. Indirect Costs:		
iv. IT Development:		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of Budget Summary Form (902 S) 0	14 sum should equal total on line item 14 of Budget Summary form (902 S) \$12,882

Budget Narrative

1.	Outreach Assistant to conduct outreach and financial literacy training (3 people x 23 hours/ week x 36 weeks x \$12.93/hour = \$32,118)	<u>\$ 32,118</u>
	SUB TOTAL	\$32,118
2.	Circle Leaders incentive to participate in "Getting Ahead" skills building workshops (18 of 25 x \$375 = \$6,750)	6,750
	"Getting Ahead" workbooks for Project BLISS participants and spouses (25 x \$17 = \$425)	425
	Outreach: Radio advertisements – Spanish radio stations (10 minutes per week @ \$35/minute x 4 weeks = \$1,400) & English FM radio stations (11 minutes per week @\$100/minute x 2 weeks = \$2,200)	3,600
	Mileage for Outreach Assistants (25.5 miles per week x 3 people X 36 weeks @ \$.55/mile = \$1,518)	1,518
	Printing and office supply cost	<u>589</u>
	SUB TOTAL	\$ 12,882
	TOTAL AWARD	\$45,000
	Support Services	
	<ul style="list-style-type: none">• Access to Self-sufficiency Calculator• Personal financial counseling• Safety net services, such as: utility assistance, weatherization, etc.	
	Leadership Development	
	<ul style="list-style-type: none">• Train low-income TANF participants to conduct resource information workshops in low-income communities• Increase advocacy skills of low-income TANF recipients to speak on their own behalf and to share their experiences about being poor by attending "Getting Ahead" skills-building workshops	

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

CSBG/WORK PLAN AND PROGRESS REPORT

CSD 968 (NEW)

Agency Name: Community Action Partnership of Riverside County	Date Report Submitted: 12/1/2009
Contract Number: 10F-4072-EITC	Project Representative: Kathryn Armstrong, Fiscal Officer
Email: karmstrong@capriverside.org	Telephone: 951.955.4900

Population to be served (check each box that applies)

<input checked="" type="checkbox"/> Low-income (CSBG guidelines)	<input type="checkbox"/> Migrant Seasonal Farm Workers
<input checked="" type="checkbox"/> CalWORKS recipients	<input type="checkbox"/> Homeless/ Transitional housing clients
<input type="checkbox"/> Formerly incarcerated	
<input type="checkbox"/> Other, describe _____	

Work Plan Project Goals

1. Self- Sufficiency - 25 families cross-enrolled in Project BLISS and IDA matched savings program
2. Improve conditions for low-income families - 420 additional tax returns prepared
3. Improve community involvement - 15 new volunteer tax preparers trained
4. Innovative partnerships among community service providers - 3 new partnerships established to continue Project BLISS and IDA matched savings program outreach

Agency Name:

Work Plan Project Activities/Timelines

1st Quarter October - December 2009 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 1 Progress tab under work plan project activities/timelines. To report any progress for QTR 1, click on the QTR 1 Progress tab and type below the box titled progress for 1st quarter.

1. Recruit, train and deploy 3 Outreach Assistants
2. Enroll all 3 Outreach Assistants in asset building programs (IDA and Project BLISS)
3. Outreach Assistants begin attending financial literacy workshops with IDA Program
4. Make initial contacts with potential new collaborative partners.

Work Plan Project Activities/Timelines

2nd Quarter January - March 2010 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 2 Progress tab under work plan project activities/timelines. To report any progress for QTR 2, click on the QTR 2 Progress tab and type below the box titled progress for 2nd quarter.

1. Community outreach and financial literacy workshops continue in all 3 regions of the County.
2. Enroll 10 more households in asset building programs (IDA and Project BLISS).
3. Participants continue attending financial literacy workshops with IDA program.
4. Continue to develop new partners as pilot project sites to increase opportunities for participants.

Agency Name:

Work Plan Project Activities/Timelines

3rd Quarter April - June 2010 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 3 Progress tab under work plan project activities/timelines. To report any progress for QTR 3, click on the QTR 3 Progress tab and type below the box titled progress for 3rd quarter.

1. Community outreach and financial literacy workshops continue throughout County.
2. Enroll 12 additional households in asset building programs (IDA and Project BLI:SS).
3. Participants continue attending financial literacy workshops with IDA program.
4. Develop IDA workshop calendar with pilot site partners.

Work Plan Project Activities/Timelines

4th Quarter July - September 2010 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 4 Progress tab under work plan project activities/timelines. To report any progress for QTR 4, click on the QTR 4 Progress tab and type below the box titled progress for 4th quarter.

1. Participants share knowledge at community Big View meetings.
2. Increase employability of low-income families through increased job skills.
3. Continue offering IDA workshops at pilot project sites.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **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.

2. **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)

EXHIBIT D
(Standard Agreement)

9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

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

3. 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.

4. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

EXHIBIT D
(Standard Agreement)

5. CODES OF CONDUCT

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

6. EFFECTIVENESS ASSESSMENT TOOL

CSD developed and made available an effectiveness assessment tool with the cooperation of all CSBG Contractors in California. The tool describes performance guidelines in the areas of Leadership, Governance, Administration, and Programs.

- A. The effectiveness assessment tool is a resource for Contractors to assess the viability of their organization.
- B. If Contractor chooses to complete the effectiveness assessment tool, the results do not have to be shared with CSD.
- C. CSD does encourage the use of this tool. The document may be accessed at www.csd.ca.gov.

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7. 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 provisions, for tracing all costs to the level of expenditure.
- 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.

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.

- E. 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.

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

9. BOARD ROSTER, BYLAWS, RESOLUTION AND MINUTES

- A. Upon execution of this Agreement, Contractors shall submit to CSD a current roster of the Executive Committee of the tripartite board, including contact information for each Committee member at a location other than the office of the eligible entity, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Committee within thirty (30) days of such occurrence.
- B. Contractor shall submit to CSD a current tripartite board roster, including the name and sector (i.e., low-income, public, private) of each board member.
- C. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- D. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor

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provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.

- E. Contractors shall submit to CSD the tripartite board minutes from regularly scheduled meetings no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the tripartite board's bylaws.
- F. For those Contractors whose tripartite board is advisory to the elected members governing a local government, the Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the community action program. Such minutes shall be submitted to CSD no later than 30 days after the minutes are approved.

10. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2009 CSD Supplemental Audit Guide. The 2009 Supplemental Audit Guide is attached herein as ARRA Exhibit D Attachment I.

B. Audit Reports

- 1) 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.
- 2) 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 audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

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- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.
- 4) Contractors shall submit to CSD one printed copy and one electronic 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 independent auditor, 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 addresses:

Printed copy:

Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947

Electronic copy:

audits@csd.ca.gov

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

- 5) 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.

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11. 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 submit 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.

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

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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.

12. 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.
- 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.

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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 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.

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- 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.

F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance, designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

13. AGREEMENT CHANGES

A. Amendment

Formal Amendments are required for changes to the term, total cost or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not

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incorporated in the Agreement is binding on any of the parties. CSD 425b, Justification for Contract Amendment/ Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.

B. Modification

- 1) Changes involving alterations such as changes to program activities and/or delivery strategies will be considered modifications. A CSD 425b, Justification for Contract Amendment/Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.
- 2) Please note that modifications to projected outcomes on the CSD 901 forms will not be allowed. In the event that projections will not be met, please provide a description of the circumstances. For further instruction please contact your Field Services Representative.
- 3) A modification to the projected budget is not required as long as the maximum amount payable does not change. Any increase to out-of-state travel costs or changes to major equipment purchases will require a modification.
- 4) If a Contractor intends to request a contract modification to modify Attachment I or Attachment II, justification shall be submitted on CSD 425b, Justification for Contract Amendment/Modification, no later than 15 calendar days prior to the expiration date of this Agreement.

14. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

B. Services Offered

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Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contract user.

C. Data Sensitivity

- 1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

D. Information Exchange Security

- 1) The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.
- 2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade

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Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

I. Data Sharing Responsibilities

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

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ADDITIONAL PROVISIONS:

1. **FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS**

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B. 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, 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.
- C. 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.
- D. 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.
- E. 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.

2. **PROCUREMENT**

- A. Contract Administration
 - 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations and Recovery Act provisions governing CSBG pertaining to procurement, including Office of Management and

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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 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 the following requirement:

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- a. 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 2. 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.

3. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

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- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

4. NONDISCRIMINATION COMPLIANCE

- A. 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.
- B. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

5. SPECIFIC ASSURANCES

- A. Pro-Children Act of 1994
 - 1) 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).

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2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see www.csd.ca.gov.

3) This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see www.csd.ca.gov.

B. 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.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

- 1) Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- 2) Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES,

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EXHIBIT G, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
- C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

7. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor

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shall maintain all such records until resolution of all audit and monitoring findings are completed.

- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, Section 100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their twenty (20) day right to appeal to the State for an administrative hearing pursuant to 42 USC 8624(b)(13), as amended.
- B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
- C. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the Parties.

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DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 9902 and Govt. Code § 12730) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100601), or as more specifically defined as:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public, or private nonprofit, agency that fulfills all requirements of Government Code § 12750.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

CSD: The State of California Department of Community Services and Development.

EXHIBIT F
(Standard Agreement)

- Final Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.
- Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
- Modification: An immaterial change to this Agreement that does not require an Amendment.
- Parties: CSD on behalf of the State of California, and the Contractor.
- Program: The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
- State: The State of California Department of Community Services and Development.
- Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
- Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

EXHIBIT G

CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION



PROGRAM: Community Services Block Grant

PERIOD: October 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Deputy Director

Title

Signature

Community Action Partnership
Agency/Organization

12/2/09
Date

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.