

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



**FROM:** Community Action Partnership of Riverside County

**SUBMITTAL DATE:**  
May 26, 2010

**SUBJECT:** Amendment #3 to Agreement #10F-4034 with Department of Community Services and Development for the 2010 Community Services Block Grant

**RECOMMENDED MOTION:** That the Board of Supervisors approve and:

Authorize the Chairman of the Board to sign the attached Amendment #3 to the 2010 Community Services Block Grant (CSBG) Agreement #10F-4034 between the Department of Community Services and Development (CSD) and the Community Action Partnership of Riverside County (CAP Riverside) increasing the contract amount by \$1,025,726, from \$985,502 to \$2,011,228, covering the term January 1, 2010 through December 31, 2010;

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

(CONTINUED 3 Pages)

<b>FINANCIAL DATA</b>	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:	FY 09/10

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

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent

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

**Prev. Agn. Ref.:** 3/2/10 (#3.4), 5/4/10 (#3.15) | **District:** All | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

**3.16**

FORM APPROVED COUNTY COUNSEL  
BY: *Lois J. Carson*  
DATE: 5/25/10  
LANCASH-MCKENNA

310

EXECUTIVE OFFICE  
10 MAY 26 AM 11:16  
COUNTY OF RIVERSIDE

RECEIVED RIVERSIDE COUNTY  
2010 JUN - 1 PM 1:04



**FROM:** Community Action Partnership  
Of Riverside County

**DATE:** May 26, 2010

**SUBJECT:** Amendment #3 to Agreement #10F-4034  
with Department of Community Services  
and Development for the 2010 Community  
Services Block Grant

**PAGE:** 2 of 3

**BACKGROUND:**

On March 2, 2010 (Agenda #3.4), the Board authorized Agreement #10F-4034 with CSD to provide the initial allocation for Program Year 2010. The CSBG Local Initiative Program provides the core funding of CAP Riverside Programs.

On May 4, 2010 (Agenda #3.15), the Board authorized Amendment #1 to Agreement #10F-4034 to increase the initial allocation to \$985,502 and authorized the Purchasing Agent to sign ministerial amendments not to exceed the Board authorized amount.

On May 13, 2010, the Purchasing Agent signed Amendment #2 to modify the terms and conditions for advanced payments.

Amendment #3 increases the allocation by \$1,025,726 from \$985,502 to \$2,011,228. The Agreement will be amended once the Congressional appropriation is approved and the State is advised of its final grant award.

The Executive Director of CAP Riverside requests that the Board approve Amendment #3 to Agreement #10F-4034 covering the term January 1, 2010 through December 31, 2010.

**FINANCIAL IMPACT:** No County General Funds will be required. \$985,502 has been budgeted in FY 2009/2010. The balance of \$1,025,726 has been included in FY 10/11 through the normal budgeting process.

**CONCUR/EXECUTE:** Auditor Controller

LJC:MYJ:KA:jb



AGREEMENT NUMBER <b>10F-4034</b>	AMENDMENT NUMBER <b>3</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
**Department of Community Services and Development**  
 CONTRACTOR'S NAME  
**Community Action Partnership of Riverside County**
- The term of this Agreement is : January 1, 2010 through December 31, 2010
- The maximum amount of this Agreement is: \$ 2,011,228.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Contractor agrees to continue to provide services and activities to eligible participants residing in the Contractor's assigned service area, pursuant to California Government Code Section 12725 et seq., and 42 United States Code (USC) 9901 et seq., as amended, the Community Services Block Grant Act.

- The total consideration payable to Contractor by the State has changed from \$985,502.00 to \$2,011,228.00, reflecting an increase of \$1,025,726.00.

All other terms and conditions shall remain unchanged.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>Community Action Partnership of Riverside County</b>		I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.  <input type="checkbox"/> Exempt per _____
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <b>2038 Iowa Ave, Suite B-102, Riverside, CA 92507</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Community Services and Development</b>		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Leisa Maestretti, Chief Financial Officer</b>		
ADDRESS <b>2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833</b>		

FORM APPROVED COUNTY COUNSEL  
 BY: 5/25/10  
 LARISA R-MCKENNA DATE



**EXHIBIT B**  
**(Standard Agreement)**

**Attachment III**

**ALLOCATION DATA**

2010 CSBG Allocation

(March 25, 2010)





State of California  
 Department of Community Services and Development  
 PY 2010 CSBG Allocation  
 CAAs

County	Agency	2010 ALLOCATION			2010 ADVANCE			
		A Total Allocation* (For Budgeting)	B Initial (11/30/09)	C Second (02/09/10)	D Total Authorized Amount	E Total Authorized Amount	F Initial Available (11/30/09)	G Second Available (02/09/10)
Alameda	Berkeley CAA	259,646	22,029	105,198	194,735	22,029	42,883	64,912
Alameda	Associated Community Action Program	571,226	48,464	231,437	428,420	48,464	94,343	142,807
Alameda	City of Oakland, Department of Human Services	718,453	60,955	291,087	538,840	60,955	118,558	179,813
Alpine	Inyo Mono Advocates for Community Action, Inc.	2,211	188	896	1,659	188	365	553
Amador/Tuolumne	Amador/Tuolumne CAA	254,217	21,568	102,998	190,662	21,568	41,986	63,554
Butte	CAA of Butte County, Inc.	367,848	31,209	149,036	275,885	31,209	60,753	91,982
Calaveras/Mariposa	Calaveras/Mariposa CAA	253,565	21,513	102,734	190,174	21,513	41,878	63,391
Colusa	SEE GLENN							
Contra Costa	Contra Costa Employment & Human Services Dept	672,472	57,054	272,457	504,354	57,054	111,064	168,118
Del Norte	Del Norte Senior Center	44,655	3,789	18,092	33,491	3,789	7,375	11,164
El Dorado	El Dorado County Department of Human Services	255,475	21,675	103,508	191,606	21,675	42,194	63,869
Fresno	Fresno County EOC	1,682,286	142,729	681,591	1,261,714	142,729	277,843	420,572
Glenn/Colusa/Trinity	Glenn County Human Resource Agency	254,986	21,634	103,310	191,240	21,634	42,113	63,747
Humboldt	Redwood CAA	261,906	22,221	106,113	196,430	22,221	43,256	65,477
Imperial	Campesinos Unidos, Inc.	278,981	23,669	113,031	209,235	23,669	46,076	69,745
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	251,841	21,367	102,035	188,881	21,367	41,593	62,960
Kern	CAP of Kern	1,230,435	104,393	498,520	922,826	104,393	203,216	307,609
Kings	Kings CAO	260,555	22,106	105,566	195,416	22,106	43,033	65,139
Lake	Lake County CAA	254,986	21,634	103,310	181,240	21,634	42,113	63,747
Lassen/Plumas/Sierra	Lassen/Plumas/Sierra CAA	253,239	21,485	102,602	189,928	21,485	41,826	63,310
Los Angeles	foothill Unity Center, Inc.	361,216	30,646	146,349	270,911	30,646	59,658	90,304
Los Angeles	Long Beach CSDC	971,792	82,449	393,729	728,844	82,449	160,499	242,948
Los Angeles	County of Los Angeles Dept of Public Social Services	6,873,724	583,182	2,784,943	5,155,293	583,182	1,135,249	1,718,431
Los Angeles	City of Los Angeles, CDD, HS&NDD	7,525,417	638,472	3,048,985	5,644,068	638,472	1,242,882	1,881,354
Madera	CAP of Madera County, Inc.	262,139	22,240	105,208	196,604	22,240	43,285	64,535
Marin	Community Action Marin	257,735	21,867	104,423	193,301	21,867	42,557	64,434
Mariposa	SEE CALAVERAS							
Mendocino	North Coast Opportunities	256,687	21,778	103,999	182,516	21,778	42,394	64,172
Merced	Merced County CAA	423,114	35,898	171,428	317,336	35,898	69,881	105,779
Modoc/Siskiyou	Modoc/Siskiyou CAA	254,986	21,634	103,310	191,240	21,634	42,113	63,747
Mono	SEE INYO							
Monterey	Monterey County CAP	485,453	41,187	196,685	364,090	41,187	80,176	121,363
Napa	Community Action Napa Valley	254,916	21,628	103,251	191,187	21,628	42,101	63,729
Nevada	Nevada County Dept of Housing & Community Services	253,635	21,519	102,762	190,226	21,519	41,890	63,409



State of California  
 Department of Community Services and Development  
 PY 2010 CSBG Allocation  
 CAAs

County	Agency	2010 ALLOCATION				2010 ADVANCE		
		A Total Allocation* (For Budgeting)	B Initial (11/30/09)	C Second (02/09/10)	D Total Authorized Amount	E Total Authorized Amount	F Initial Available (11/30/09)	G Second Available (02/09/10)
Orange	CAP of Orange County	2,719,513	230,729	1,101,832	2,039,634	230,729	449,149	679,878
Placer	County of Placer Dept of Health and Human Services	257,060	21,810	104,150	192,796	21,810	42,455	64,265
Plumas	SEE LASSEN							
Riverside	CAP of Riverside County	2,011,228	170,637	814,865	1,508,421	170,637	332,170	502,807
Sacramento	Sacramento Employment and Training Agency	1,595,188	135,339	646,303	1,196,391	135,339	263,458	398,797
San Benito	San Benito County DCS&WD	252,586	21,430	102,337	189,439	21,430	41,717	63,147
San Bernardino	CAP of San Bernardino County	2,474,575	209,948	1,002,593	1,855,930	209,948	408,696	618,644
San Diego	County of San Diego, H&HAS, CAP	3,179,323	269,741	1,288,128	2,394,493	269,741	525,090	794,831
San Francisco	EOC of San Francisco	813,511	69,020	329,600	610,133	69,020	134,358	203,378
San Joaquin	San Joaquin County Dept of Aging & Community Svcs	912,105	77,385	369,546	684,078	77,385	150,641	228,026
San Luis Obispo	CAP of San Luis Obispo County, Inc.	279,865	23,744	113,389	208,898	23,744	46,222	69,966
San Mateo	CAA of San Mateo County, Inc.	382,439	32,447	154,948	286,829	32,447	63,163	95,610
Santa Barbara	CAC of Santa Barbara County, Inc.	517,729	43,925	209,762	388,297	43,925	85,507	129,432
Santa Clara	Sacred Heart Community Service	1,169,422	99,216	473,800	877,066	99,216	193,140	292,356
Santa Cruz	CAB of Santa Cruz County, Inc.	275,887	23,407	111,778	206,916	23,407	45,565	68,972
Shasta	Shasta County CAA	262,162	22,242	106,217	196,621	22,242	43,299	65,541
Sierra	SEE LASSEN							
Siskiyou	SEE MODOC							
Solano	CAP of Solano County	294,455	24,982	119,301	220,841	24,982	48,632	73,614
Sonoma	CAP of Sonoma County	341,321	28,958	138,289	255,980	28,958	56,372	85,330
Stanislaus	Central Valley Opportunity Center, Inc.	661,420	56,116	267,979	496,064	56,116	109,239	165,355
Sutter	Sutter County CAA	255,965	21,717	103,708	191,974	21,717	42,274	63,991
Tehama	Tehama County CAA	254,706	21,610	103,196	191,030	21,610	42,067	63,677
Trinity	SEE GLENN							
Tulare	Community Services & Employment Training, Inc.	813,511	69,020	329,600	610,133	69,020	134,358	203,378
Tuolumne	SEE AMADOR							
Ventura	Community Action of Ventura County Inc.	643,735	54,616	260,814	482,801	54,616	106,318	160,934
Yolo	County of Yolo, Dept of Employment & Social Services	279,865	23,744	113,389	209,898	23,744	46,222	69,966
Yuba	Yuba County CSC	256,036	21,723	103,755	192,027	21,723	42,286	64,008
<b>TOTAL, all counties</b>		<b>47,213,404</b>	<b>4,005,688</b>	<b>19,128,880</b>	<b>35,410,053</b>	<b>4,005,688</b>	<b>7,797,670</b>	<b>11,803,358</b>

\* Equals contract facesheet (STD 213, Item 3)  
 \*\* Equals 25% of the Total Allocation. Must request advance on Agency letterhead if advance is not already on file with CSD.



State of California  
 Department of Community Services and Development  
 PY 2010 CSBG Allocation  
 Non-CAAs

NATIVE AMERICAN INDIANS

Agency	2010 ALLOCATION					2010 ADVANCE				
	A	B	C	D	E	F	G	H	I	
	Total Allocation** (For Budgeting)	Initial (11/30/09)	Second (02/09/10)	Third (05/10/10)	Total Authorized Amount	Initial Available (11/30/09)	Second Available (02/09/10)		Total 2010 Advance Available***	
Karuk (Core Funding)	42,000	3,563	17,077	21,360	31,500	3,563	6,937		10,500	
Karuk	62,654	5,316	25,385	31,960	48,991	5,316	10,348		15,664	
NCIDC (Core Funding)	122,000	10,351	49,429	61,220	91,500	10,351	20,149		30,500	
NCIDC/LIFE (Core Funding)	(Incl. w/ NCIDC below)	(Incl. w/ NCIDC below)			(Incl. w/ NCIDC below)	(Incl. w/ NCIDC below)			(Incl. w/ NCIDC below)	
NCIDC	1,809,576	153,528	733,164	1,727,556	1,357,182	153,528	298,866		452,394	
LA City/County NAIC	383,379	32,527	155,329	191,527	287,534	32,527	63,318		95,845	
<b>TOTAL</b>	<b>2,419,609</b>	<b>205,285</b>	<b>960,324</b>	<b>1,329,096</b>	<b>1,814,707</b>	<b>205,285</b>	<b>399,618</b>		<b>604,903</b>	

MIGRANT & SEASONAL FARMWORKERS

Agency	2010 ALLOCATION					2010 ADVANCE				
	A	B	C	D	E	F	G	H	I	
	Total Allocation** (For Budgeting)	Initial (11/30/09)	Second (02/09/10)	Third (05/10/10)	Total Authorized Amount	Initial Available (11/30/09)	Second Available (02/09/10)		Total 2010 Advance Available***	
La Cooperativa Campesina de California*	0	0	0	0	0	0	0		0	
California Human Development Corporation	1,426,949	117,581	561,501	747,867	1,070,212	117,581	228,890		356,797	
Proteus, Inc.	2,295,527	189,153	903,284	1,203,095	1,721,646	189,153	368,213		573,882	
Central Valley Opportunity Center, Inc.	558,372	46,010	219,718	293,645	418,779	46,010	89,565		139,593	
Center for Employment Training	1,923,279	158,479	756,805	1,008,095	1,442,459	158,479	308,503		480,820	
<b>TOTAL</b>	<b>6,204,127</b>	<b>511,223</b>	<b>2,441,308</b>	<b>3,170,662</b>	<b>4,653,096</b>	<b>511,223</b>	<b>995,171</b>		<b>1,551,032</b>	

LIMITED PURPOSE AGENCIES (DISCRETIONARY FUNDS)

Agency	2010 ALLOCATION					2010 ADVANCE				
	A	B	C	D	E	F	G	H	I	
	Total Allocation	Initial (11/30/09)	Second (02/09/10)	Third (05/10/10)	Total 2010 Contract**	Initial Available (11/30/09)	Second Available (02/09/10)		Total 2010 Advance Available***	
Campesinos Unidos, Inc.	81,846	81,846	0	0	81,846	20,462	0		20,462	
Community Design Center	123,262	123,262	0	0	123,262	30,816	0		30,816	
Del Norte Senior Center	89,600	89,600	0	0	89,600	22,400	0		22,400	
Rural Community Assistance Corporation	138,053	138,053	0	0	138,053	34,513	0		34,513	
<b>TOTAL</b>	<b>432,761</b>	<b>432,761</b>	<b>0</b>	<b>0</b>	<b>432,761</b>	<b>108,191</b>	<b>0</b>		<b>108,191</b>	

\*Decision to redistribute LaCoop's allocation to the four MSFW providers  
 \*\* Equals contract facesheet (STD 213, Item 3)  
 \*\*\* Equals 25% of the Total Allocation. Must request advance on Agency letterhead if advance is not already on file with CSD.



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

952



**FROM:** Community Action Partnership of Riverside County (CAP Riverside)

**SUBMITTAL DATE:**  
May 6, 2010

**SUBJECT:** Approval of Multi-Year Agreements with Community Health Systems, Inc. and Family Service Association

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached professional services agreements listed below in an aggregate amount not to exceed \$200,000 annually:
  - Community Health Systems, Inc. (#CAP-10-023) for the term April 1, 2010 through December 31, 2010 in the amount of \$100,000 annually;
  - Family Service Association (#CAP-10-024) for the term April 1, 2010 through December 31, 2010 in the amount of \$100,000 annually;
2. Authorize the Purchasing Agent to sign amendments not to exceed the Board approved amounts and exercise renewal options for up to one (1) additional year; and
3. Authorize the Director of CAP Riverside to administer the Agreements.

FORM APPROVED COUNTY COUNSEL  
 BY Carisa R-McKenna DATE 5/11/10  
 Purchasing: Mark Seiler/Assistant Director

(CONTINUED – 2 Pages in total)

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 200,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

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

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

BY: Debra Cournoyer  
Debra Cournoyer

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

**Prev. Agn. Ref.:** | **District:** | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.17

**FROM:** Community Action Partnership  
of Riverside County

**DATE:** May 6, 2010

**SUBJECT:** Approval of Multi-Year Agreements  
with Community Health Systems, Inc.  
and Family Services Association

**PAGE:** 2

**BACKGROUND:**

Community Action Partnership of Riverside County (CAP Riverside) is the officially designated anti-poverty agency for the County of Riverside. It works with a network of community and faith-based organizations, along with public and private sector organizations, to provide high-impact social and economic strategies that empower individuals and families to become self-sufficient. The key to eliminating poverty is to find, deploy and replicate high-impact programs that hold the true promise of self-sufficiency.

Riverside County Purchasing Department, on behalf of CAP Riverside and its Community Action Commission, issued Request for Proposal No. CAARC-015 on February 10, 2010 to fund innovative healthcare programs/projects/services county-wide through its Community Services Block Grant.

An Evaluation Committee was formed consisting of two (2) Community Action Commissioners and a CAP Riverside staff member. The Evaluation Committee met on Monday, March 22, 2010 to evaluate, score and recommend organizations for funding.

Three (3) proposals were received: one (1) was disqualified as ineligible applicant for failure to comply with critical instructions; two (2) were evaluated by the Evaluation Committee.

The Evaluation Committee recommended two organizations to be funded:

- Community Health Systems, Inc. to provide quality healthcare and dental services to low-income residents of Riverside County; and
- Family Services Association to provide childhood obesity prevention workshops to low-income families of Riverside County.

**FINANCIAL IMPACT:**

No County General Funds will be required.

**ATTACHMENTS:** (1) Community Health Systems, Inc. #CAP-10-023 (3 copies)  
(2) Family Service Association #CAP-10-024 (3 copies)

**CONCUR/EXECUTE:** PURCHASING

LJC:MYJ:KA:jb



**Community Action Partnership of Riverside County**  
2038 Iowa Avenue, Suite B-102  
Riverside, CA 92507

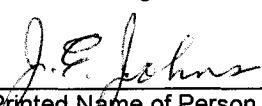
PROFESSIONAL SERVICES AGREEMENT: CAP-10-023  
CONTRACTOR: Community Health Systems, Inc.  
CONTRACT TERM: April 1, 2010 through December 31, 2010  
MAXIMUM REIMBURSABLE AMOUNT: \$100,000

**WHEREAS**, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to increase access to quality health care and dental services for low-income residents of Riverside County;

**WHEREAS**, Community Health Systems, Inc. is qualified to provide health care and dental services;

**WHEREAS**, CAP Riverside desires Community Health Systems, Inc. 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: Marion Ashley	Printed Name of Person Signing: Jack E. Johns
Title: Chairman, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 22675 Alessandro Blvd. Moreno Valley, CA 92553
Date Signed:	Date Signed: May 4, 2010

FORM APPROVED COUNTY COUNSEL

BY:  5/13/10  
LARISA R-MCKENNA DATE

**COMMUNITY HEALTH SYSTEMS, INC.  
PROFESSIONAL SERVICES AGREEMENT  
TERMS AND CONDITIONS**

## Table of Contents

I.	<b>CAP RIVERSIDE RESPONSIBILITIES</b> .....	4
II.	<b>CONTRACTOR RESPONSIBILITIES</b> .....	4
III.	<b>FISCAL PROVISIONS</b> .....	4
	A. MAXIMUM AMOUNT .....	4
	B. LINE ITEM BUDGET.....	4
	C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENT.....	4
	D. ADVANCE PAYMENT .....	5
	E. RECORDS, INSPECTIONS, AND AUDITS.....	5
	F. SUPPLANTATION .....	6
	G. DISALLOWANCE.....	6
	H. FINANCIAL RESOURCES.....	6
	I. AVAILABILITY OF FUNDING .....	6
IV.	<b>GENERAL PROVISIONS</b> .....	6
	A. EFFECTIVE PERIOD.....	6
	B. CONFLICT OF INTEREST .....	6
	C. NOTICES .....	7
	D. CONFIDENTIALITY .....	7
	E. CHILD ABUSE REPORTING.....	7
	F. PRO CHILDREN ACT OF 1994.....	7
	G. CHILD SUPPORT COMPLIANCE ACT.....	7
	H. TRAFFICKING IN PERSON .....	8
	I. PERSONNEL DISCLOSURE.....	8
	J. EMPLOYMENT PRACTICES .....	8
	K. HOLD HARMLESS/INDEMNIFICATION .....	9
	L. INSURANCE .....	9
	M. LICENSES AND PERMITS.....	11
	N. INDEPENDENT CONTRACTOR.....	11
	O. ASSIGNMENT.....	11
	P. REPORTING .....	12
	Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.....	12
	R. DRUG FREE WORKPLACE CERTIFICATION .....	12
	S. CERTIFICATION REGARDING LOBBYING .....	12
	T. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS .....	12
	U. DISPUTES .....	12
	V. SANCTIONS .....	13
	W. TERMINATION.....	13
	X. GOVERNING LAW.....	13
	Y. MODIFICATION OF TERMS .....	13
	Z. ENTIRE AGREEMENT .....	14

### LIST OF EXHIBITS AND ATTACHMENTS

Attachment A – Scope of Work

Attachment B – HIPPA Business Associate Addendum

Exhibit A – CSBG Reimbursement Request (Revised 4-10)

Exhibit B – CSBG Contractor Expenditure Report (Revised 4-10)

Exhibit C – Instructions CSBG Reimbursement Request and CSBG Contractor Expenditure Report  
(Revised 9-09)

Exhibit D – Monthly Program Performance Report (Revised 4-1-10)

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".
- C. Comply with the terms and conditions in the HIPPA Business Associate Addendum, attached hereto and incorporated herein as Attachment B.

### III. FISCAL PROVISIONS

#### A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$100,000.

#### B. LINE ITEM BUDGET

Personnel: Salaries/Wages/Benefits	\$78,401
Direct Program Costs	\$16,461
Indirect Costs	\$5,138
Total Grant:	\$100,000

#### C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENT

1. CAP Riverside will reimburse the CONTRACTOR for services provided in accordance with the terms and conditions contained herein, in this Agreement.
2. The Contractor shall submit the "CSBG Reimbursement Request" (Exhibit A – Revised 4-10) and "CSBG Contractor Expenditure Report" (Exhibit B – Revised 4-10) on a calendar month basis, following the instructions in "Instructions for CSBG Reimbursement Request and CSBG Contractor Expenditure Report (Exhibit C – Revised 9-09). CSBG Contract Expenditure Report is due on a monthly basis regardless of activity. Supporting documentation such as pay stubs must accompany the CSBG Reimbursement Request. Exhibits A, B, and C are attached hereto and incorporated herein by this reference.
3. 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.

4. 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.
5. 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 via the CSBG Reimbursement Request, 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.
5. 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.
6. 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.

**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 April 1, 2010 through December 31, 2010, with a one-year option to renew.

**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:

COUNTY:  
Community Action Partnership  
of Riverside County  
2038 Iowa Avenue, Suite B-102  
Riverside, CA 92507-2412  
951-955-49001

CONTRACTOR:  
Community Health Systems, Inc.  
22675 Alessandro Blvd.  
Moreno Valley, CA 92553  
Attention: Jack Johns  
951-571-2300

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.

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](http://www.csd.ca.gov).

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](http://www.csd.ca.gov).

## G. CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000 the contractor acknowledges in accordance with Public Contract code 7100, that:

1. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, included but not limited to, disclosure of information and compliance with

earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### H. 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.

#### I. 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:

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

#### J. 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.

3. 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.

#### K. 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.

#### L. INSURANCE

1. 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.
  - a. 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.**

b. 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.

c. 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.**

2. 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.

#### M. 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.

#### N. 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.

#### O. 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.

#### P. 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	5th day of each month
E	CSBG Programmatic Data Client Characteristic Report (CSD 295-CCR)	5th day of each month

#### Q. 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.

#### R. 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.

#### S. 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

#### T. 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

#### U. 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.

## V. 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.

## W. 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.

## X. 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.

## Y. 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.

Z. 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: 2010 CSBG Delegate Agency**

***Project/Program Name: CHSI Healthcare Services Project***

***Community Health Systems, Inc. (CHSI)*** will increase access to affordable quality health care and dental services for low-income Riverside County residents who do not have the means to pay for these services. CHSI will provide these services at three (3) CHSI centers: 1) Eastside Health Center; 2) Arlanza Family Health Center; and 3) Moreno Valley Family Health Center.

Geographic Area(s) of Service: County of Riverside

**Program Outcome(s)**

Community Outcome No. 1:

Low-income individuals will increase their health as demonstrated by receiving CHSI primary care and/or dental care by December 31, 2010.

Family Outcome No. 1:

Low-income households will maintain their health as demonstrated by establishing a medical and/or dental home by December 31, 2010.

**Program Indicator(s)**

Community Outcome No. 1 and Family Outcome No. 1:

1. 1,000 of 1,250 (80%) low-income individuals will complete a primary care or dental care visit at one (1) of three (3) CHSI centers by 12/31/2010.
2. 200 of 400 (50%) homeless adults will apply, with assistance from CHSI, for an insurance program, for which they are eligible, by 12/31/2010.

Family Outcome No. 1:

1. 250 of 500 (50%) low-income households will complete a second, follow-up CHSI appointment by 12/31/2010.

**Budget**

<b>Personnel: Salaries/Wages/Benefits:</b>	<b>\$ 78,401.00</b>
<b>Direct Program Costs:</b>	<b>\$ 16,461.00</b>
<b>Indirect Program Costs (5% CAP)</b>	<b>\$ 5,138.00</b>
<b>Total Grant:</b>	<b>\$100,000.00</b>

HIPAA Business Associate Addendum to the Agreement  
Between the County of Riverside  
and  
Community Health Systems, Inc.

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and Community Health Systems, Inc. ("Contractor") as of the date of approval by both parties on April 1, 2010.

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
  - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
    - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
    - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.



- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
    - (a) The disclosure is required by law; or
    - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
      - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
  - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
- D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
  - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.

- C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

- A. Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, 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 Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. 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, 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.

- B. 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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.
- D. 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.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.

- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

**REIMBURSEMENT REQUEST**

Remit to:  
Community Action Partnership  
Attn: Fiscal Department  
2038 Iowa Avenue, Suite B102  
Riverside, CA 92507

CAARC Voucher # \_\_\_\_\_

Today's Date: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Contract #: \_\_\_\_\_

Billing Period: \_\_\_\_\_

Payable To: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FISCAL USE ONLY**

Accounting String : \_\_\_\_\_ **21050** \_\_\_\_\_ **5200100000** \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Authorized Amount: \_\_\_\_\_

Adjustments: \_\_\_\_\_

\_\_\_\_\_  
Management Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Approval

\_\_\_\_\_  
Date

# CSBG

Community Action Partnership of Riverside County				
<b>CONTRACTOR EXPENDITURE REPORT</b>				
CONTRACTOR:			Contract #	
REPORT MONTH:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	MONTHLY EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
		BILLABLE AMOUNT		

List each line item as outlined in contract budget.

<b>Personnel:</b>				
<b>Fringe Benefits</b>				
Mandated P/R Taxes, Health Ins, Wrks Comp (Not to include Retirement or Life Ins)				
<b>Personnel Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Direct Costs</b>				
<b>Direct Costs:Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Indirect Costs</b>				
<b>Indirect Costs Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUDGET/EXPENSES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



**COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY**  
**Instructions for CSBG Reimbursement Request**  
**and**  
**CSBG Contractor Expenditure Report**

**Mailing Instructions:**

When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include CSBG Reimbursement Request Form 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 CSBG Reimbursement Request [see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)

**CSBG REIMBURSEMENT REQUEST**

- "CAARC Voucher #" - Leave Blank
- "Today's Date" - The date the form is being prepared.
- "Vendor #" - Leave Blank
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" - Business name
- "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.
- "Program Manager Approval" - must be signed by the authorized personnel.

***EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY.***

**CSBG CONTRACTOR EXPENDITURE REPORT FORM**

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

- "Contractor" - Business name
- "Contract Number" - Can be found on the first page of your contract.
- "Report Month" - The billing period you are requesting payment for.
- "Approved Budget Amount" - Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed agreement.
- "Monthly Expenditures" - Itemized expenditures incurred during the billing period.
- "Cumulative Expenditures" - Cumulative expenditures from previous billings plus current expenditures.
- "Unexpended Balance" - Approved budget amount less cumulative expenditures.



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

Agency / Organization: \_\_\_\_\_

Project Name: \_\_\_\_\_

Report Month: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Phone Contact: \_\_\_\_\_

PROGRAM OUTCOME NO. 1		
1.		
INDICATORS ACHIEVED TO DATE		
Indicator	# Completed This Report Period	# Completed Contract Start to Date (aggregate)
1.		
2.		
3.		

PROGRAM OUTCOME NO. 2		
2.		
INDICATORS ACHIEVED TO DATE		
Indicator	# Completed This Report Period	# Completed Contract Start to Date (aggregate)
1.		
2.		
3.		

1. PROGRAM OUTCOME(S): ((use as much space as needed))
  - A. What accomplishments have you made in meeting your program outcomes? [Include any challenges from the previous reporting month]
  - B. What outcomes are not on target? [Include challenges you have encountered]
  - C. What steps will you take to meet these outcome challenges?
2. PROGRAM OUTPUTS:
  - A. What accomplishments have you made in meeting your program indicators? [Include any challenges from the previous reporting month]
  - B. What indicators are not on target? [Include challenges you have encountered]
  - C. What steps will you take to meet these indicator challenges?
3. HOW HAVE YOU MARKETED THIS PROGRAM AS A CSBG FUNDED PROGRAM ?
4. DESCRIBE PARTICIPANTS' SUCCESS STORIES

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.

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

\* 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.*

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**Retrieving the form:**

- This form can be downloaded from the CSD Web Page at [www.csd.ca.gov](http://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.

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**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).

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**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.

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**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](mailto: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](mailto:CSBGReports@csd.ca.gov).

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**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.

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**Section 1:**

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

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**Sections 2, 3 and 6 – 10 Collects Demographics on INDIVIDUALS**

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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

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**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.*

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**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.

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**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.

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**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.

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**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.

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**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		FEDERAL ID NUMBER
Community Health Systems, Inc.		33-0056551
BY (Authorized Signature)		DATE EXECUTED
		04/22/2010
PRINTED NAME AND TITLE OF PERSON SIGNING		TELEPHONE NUMBER (Include Area Code)
Jack E. Johns, Chief Executive Officer		(951 ) 571-2300
TITLE		

CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS
22675 Alessandro Boulevard, Moreno Valley, CA 92553

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**

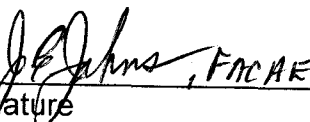
**Program: 2010 CSBG**

**Period: April 1, 2010 through December 31, 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.

	Chief Executive Officer
Signature	Title
Community Health Systems, Inc.	04/22/2010
Agency/Organizations	Date


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

**Program: 2010 CSBG**

**Period: April 1, 2010 through December 31, 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.

	Chief Executive Officer
Signature	Title
Community Health Systems, Inc.	04/22/2010
Agency/Organization	Date

**Community Action Partnership of Riverside County**  
 2038 Iowa Avenue, Suite B-102  
 Riverside, CA 92507

PROFESSIONAL SERVICES AGREEMENT: CAP-10-024  
 CONTRACTOR: Family Service Association  
 CONTRACT TERM: April 1, 2010 through December 31, 2010  
 MAXIMUM REIMBURSABLE AMOUNT: \$100,000

**WHEREAS**, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to reduce childhood obesity in low-income families;

**WHEREAS**, Family Service Association is qualified to provide childhood obesity prevention workshops;

**WHEREAS**, CAP Riverside desires Family Service Association 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: Marion Ashley	Printed Name of Person Signing: DOM BETRO
Title: Chairman, Board of Supervisors	Title: PRESIDENT / CEO
Address: 4080 Lemon Street Riverside, CA 92501	Address: 21250 Box Springs Rd, Suite 212 Moreno Valley, CA 92557
Date Signed:	Date Signed: 5/4/10

FORM APPROVED COUNTY COUNSEL  
 BY: Larisa R-Mckenna 5/13/10  
 LARISA R-MCKENNA DATE

**FAMILY SERVICE ASSOCIATION  
PROFESSIONAL SERVICES AGREEMENT  
TERMS AND CONDITIONS**



## Table of Contents

I.	<b>CAP RIVERSIDE RESPONSIBILITIES</b> .....	4
II.	<b>CONTRACTOR RESPONSIBILITIES</b> .....	4
III.	<b>FISCAL PROVISIONS</b> .....	4
	A. MAXIMUM AMOUNT .....	4
	B. LINE ITEM BUDGET.....	4
	C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENT.....	4
	D. ADVANCE PAYMENT .....	5
	E. RECORDS, INSPECTIONS, AND AUDITS.....	5
	F. SUPPLANTATION .....	6
	G. DISALLOWANCE.....	6
	H. FINANCIAL RESOURCES.....	6
	I. AVAILABILITY OF FUNDING .....	6
IV.	<b>GENERAL PROVISIONS</b> .....	6
	A. EFFECTIVE PERIOD.....	6
	B. CONFLICT OF INTEREST .....	6
	C. NOTICES .....	7
	D. CONFIDENTIALITY .....	7
	E. CHILD ABUSE REPORTING.....	7
	F. PRO CHILDREN ACT OF 1994.....	7
	G. CHILD SUPPORT COMPLIANCE ACT.....	7
	H. TRAFFICKING IN PERSON .....	8
	I. PERSONNEL DISCLOSURE.....	8
	J. EMPLOYMENT PRACTICES .....	8
	K. HOLD HARMLESS/INDEMNIFICATION .....	9
	L. INSURANCE .....	9
	M. LICENSES AND PERMITS.....	11
	N. INDEPENDENT CONTRACTOR.....	11
	O. ASSIGNMENT.....	11
	P. REPORTING.....	12
	Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.....	12
	R. DRUG FREE WORKPLACE CERTIFICATION .....	12
	S. CERTIFICATION REGARDING LOBBYING .....	12
	T. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS .....	12
	U. DISPUTES .....	12
	V. SANCTIONS .....	13
	W. TERMINATION.....	13
	X. GOVERNING LAW.....	13
	Y. MODIFICATION OF TERMS .....	13
	Z. ENTIRE AGREEMENT .....	14

### LIST OF EXHIBITS AND ATTACHMENTS

- Attachment A – Scope of Work
- Attachment B – HIPPA Business Associate Addendum
- Exhibit A – CSBG Reimbursement Request (Revised 4-10)
- Exhibit B – CSBG Contractor Expenditure Report (Revised 4-10)
- Exhibit C – Instructions CSBG Reimbursement Request and CSBG Contractor Expenditure Report (Revised 9-09)
- Exhibit D – Monthly Program Performance Report (Revised 4-1-10)
- 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".
- C. Comply with the terms and conditions in the HIPPA Business Associate Addendum, attached hereto and incorporated herein as Attachment B.

### III. FISCAL PROVISIONS

#### A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$100,000.

#### B. LINE ITEM BUDGET

Personnel: Salaries/Wages/Benefits	\$78,200
Direct Program Costs	\$16,800
Indirect Costs	\$5,000
Total Grant:	\$100,000

#### C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENT

1. CAP Riverside will reimburse the CONTRACTOR for services provided in accordance with the terms and conditions contained herein, in this Agreement.
2. The Contractor shall submit the "CSBG Reimbursement Request" (Exhibit A – Revised 4-10) and "CSBG Contractor Expenditure Report" (Exhibit B – Revised 4-10) on a calendar month basis, following the instructions in "Instructions for CSBG Reimbursement Request and CSBG Contractor Expenditure Report (Exhibit C – Revised 9-09). Contract Expenditure Report is due on a monthly basis regardless of activity. Supporting documentation such as pay stubs must accompany the Reimbursement Request. Exhibits A, B, and C are attached hereto and incorporated herein by this reference.
3. 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.

4. 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.
5. 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 via the CSBG Reimbursement Request, 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.
5. 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.
6. 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.

#### 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 April 1, 2010 through December 31, 2010, with a one-year option to renew.

#### 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:

**COUNTY:**

Community Action Partnership  
of Riverside County  
2038 Iowa Avenue, Suite B-102  
Riverside, CA 92507-2412  
951-955-4900

**CONTRACTOR:**

Family Service Association  
21250 Box Springs Rd, Suite 212  
Moreno Valley, CA 92557  
Attention: Veronica Dover  
951-686-1096

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.

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](http://www.csd.ca.gov).

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](http://www.csd.ca.gov).

**G. CHILD SUPPORT COMPLIANCE ACT**

For any agreement in excess of \$100,000 the contractor acknowledges in accordance with Public Contract code 7100, that:

1. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, included but not limited to, disclosure of information and compliance with

earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### H. 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.

#### I. 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:

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

#### J. 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.

3. 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.

#### K. 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.

#### L. INSURANCE

1. 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.

- a. 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.**

b. 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.

c. 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.**

2. 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.

#### M. 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.

#### N. 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.

#### O. 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.

**P. 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.

<b>EXHIBIT#</b>	<b>TITLE OF REPORT</b>	<b>DUE DATE</b>
D	Monthly Program Performance Report	5th day of each month
E	CSBG Programmatic Data Client Characteristic Report (CSD 295-CCR)	5th day of each month

**Q. 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.

**R. 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.

**S. 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

**T. 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

**U. 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.

## V. 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.

## W. 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.

## X. 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.

## Y. 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.

Z. 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: 2010 CSBG Delegate Agency**

***Project/Program Name: Healthy Families Eating Together (Healthy Eating)***

***Family Service Association (FSA)*** will reduce childhood obesity by instilling healthy eating and physical activity habits in the home environment of low-income households. Healthy Eating utilizes a childhood obesity prevention workshop series designed for low-income households to: 1) teach them how to cook affordable, nutritious meals; 2) educate them about the long-term effects of childhood obesity and Type 2 Diabetes; and, 3) engage them in fun and healthy activities. The 2010 Delegate Agency funding expands the existing Healthy Eating program to reach new households at seven (7) new sites throughout Riverside County.

Geographic Area(s) of Service: County of Riverside

**Program Outcome(s)**

Community Outcome No. 1:

1. Low-income households will increase their healthy eating and fitness behaviors by December 31, 2010.

Family Outcome No. 1:

1. 189 of 210 (90%) low-income children will increase their healthy eating and fitness knowledge by December 31, 2010.

**Program Indicator(s)**

Community Outcome No. 1:

1. 140 of 175 (80%) low-income households will successfully complete the Healthy Eating workshop series.
2. 112 of 140 (80%) households that complete the Healthy Eating workshops series will prepare nutritious family meals four (4) days a week for six (6) weeks.

Family Outcome No. 1:

1. 189 of 210 (90%) children who participate in the Healthy Eating program will distinguish between healthy and unhealthy foods.
2. 189 of 210 (90%) children who participate in the Healthy Eating program will try five (5) new healthy foods in their diet.

**Budget**

<b>Personnel: Salaries/Wages/Benefits:</b>	<b>\$ 78,200.00</b>
<b>Direct Program Costs:</b>	<b>\$ 16,800.00</b>
<b>Indirect Program Costs:</b>	<b>\$ 5,000.00</b>
<b>Total Grant:</b>	<b>\$100,000.00</b>

HIPAA Business Associate Addendum to the Agreement  
Between the County of Riverside  
and  
Family Service Association

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and Family Service Association ("Contractor") as of the date of approval by both parties on April 1, 2010.

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
  - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
    - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
    - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.

- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
    - (a) The disclosure is required by law; or
    - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
      - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
  - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
- D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:



- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
  - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.

- C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

- A. Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, 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 Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. 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, 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.

- B. 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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.
- D. 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.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.

- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

**REIMBURSEMENT REQUEST**

Remit to:  
Community Action Partnership  
Attn: Fiscal Department  
2038 Iowa Avenue, Suite B102  
Riverside, CA 92507

CAARC Voucher # \_\_\_\_\_

Today's Date: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Contract #: \_\_\_\_\_

Billing Period: \_\_\_\_\_

Payable To: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FISCAL USE ONLY**

Accounting String : \_\_\_\_\_ **21050** \_\_\_\_\_ **5200100000** \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Authorized Amount: \_\_\_\_\_

Adjustments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Management Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Approval

\_\_\_\_\_  
Date

# CSBG

Community Action Partnership of Riverside County				
<b>CONTRACTOR EXPENDITURE REPORT</b>				
CONTRACTOR:			Contract #	
REPORT MONTH:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	MONTHLY EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
		BILLABLE AMOUNT		

List each line item as outlined in contract budget.

<b>Personnel:</b>				
<b>Fringe Benefits</b>				
Mandated P/R Taxes, Health Ins, Wrkrs Comp (Not to include Retirement or Life Ins)				
<b>Personnel Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Direct Costs</b>				
<b>Direct Costs:Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Indirect Costs</b>				
<b>Indirect Costs Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUDGET/EXPENSES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY**  
**Instructions for CSBG Reimbursement Request**  
**and**  
**CSBG Contractor Expenditure Report**

**Mailing Instructions:**

When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include CSBG Reimbursement Request Form 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 CSBG Reimbursement Request [see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)

**CSBG REIMBURSEMENT REQUEST**

- "CAARC Voucher #" - Leave Blank
- "Today's Date" - The date the form is being prepared.
- "Vendor #" - Leave Blank
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" - Business name
- "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.
- "Program Manager Approval" - must be signed by the authorized personnel.

***EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY.***

**CSBG CONTRACTOR EXPENDITURE REPORT FORM**

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

- "Contractor " - Business name
- "Contract Number" - Can be found on the first page of your contract.
- "Report Month" - The billing period you are requesting payment for.
- "Approved Budget Amount" - Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed agreement.
- "Monthly Expenditures" - Itemized expenditures incurred during the billing period.
- "Cumulative Expenditures" - Cumulative expenditures from previous billings plus current expenditures.
- "Unexpended Balance" - Approved budget amount less cumulative expenditures.



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

Agency / Organization: \_\_\_\_\_

Project Name: \_\_\_\_\_

Report Month: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Phone Contact: \_\_\_\_\_

PROGRAM OUTCOME NO. 1		
1.		
INDICATORS ACHIEVED TO DATE		
Indicator	# Completed This Report Period	# Completed Contract Start to Date (aggregate)
1.		
2.		
3.		

PROGRAM OUTCOME NO. 2		
2.		
INDICATORS ACHIEVED TO DATE		
Indicator	# Completed This Report Period	# Completed Contract Start to Date (aggregate)
1.		
2.		
3.		

1. PROGRAM OUTCOME(S): ((use as much space as needed))
  - A. What accomplishments have you made in meeting your program outcomes? [Include any challenges from the previous reporting month]
  - B. What outcomes are not on target? [Include challenges you have encountered]
  - C. What steps will you take to meet these outcome challenges?
2. PROGRAM OUTPUTS:
  - A. What accomplishments have you made in meeting your program indicators? [Include any challenges from the previous reporting month]
  - B. What indicators are not on target? [Include challenges you have encountered]
  - C. What steps will you take to meet these indicator challenges?
3. HOW HAVE YOU MARKETED THIS PROGRAM AS A CSBG FUNDED PROGRAM ?
4. DESCRIBE PARTICIPANTS' SUCCESS STORIES



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   
 3 Total unduplicated number of persons about whom no characteristics were obtained

**Blue Highlighted Sections represent demographics collected on FAMILIES**

4 Total unduplicated number of families about whom one or more characteristics were obtained   
 5 Total unduplicated number of families about whom no characteristics were obtained

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

\* 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.*

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**Retrieving the form:**

- This form can be downloaded from the CSD Web Page at [www.csd.ca.gov](http://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.

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**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).

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**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.

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**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](mailto: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](mailto: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.*

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**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.

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**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.

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**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.

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**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.

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#### 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 \*\*\*.

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#### 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.

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**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



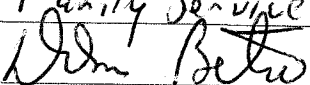

- ✓ **Is the total in Item 11 greater than the total in Item 4? It should not be.**
  - ❖ The agency should not be reporting the family type of more families *than they report serving.*
  
- ✓ **Is the total in Item 12 greater than the total in Item 4? It should not be.**
  - ❖ The agency should not 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		FEDERAL ID NUMBER
Family Service Association		95-1803694
BY (Authorized Signature)		DATE EXECUTED
	Don Betno, Pres/CEO	4-22-10
PRINTED NAME AND TITLE OF PERSON SIGNING		TELEPHONE NUMBER (Include Area Code)
Don Betno, Pres/CEO		(951) 686-1096
TITLE		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS		
21250 Box Springs Road, Moreno Valley, CA 92557		

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: 2010 CSBG**

**Period: April 1, 2010 through December 31, 2010**



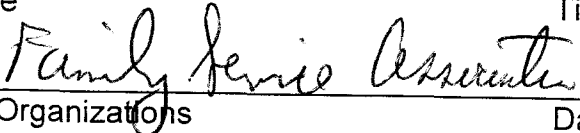
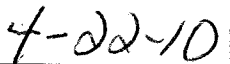
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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.

			
Signature		Title	
			
Agency/Organizations		Date	

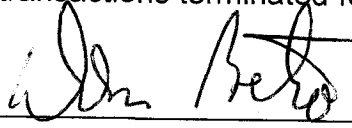
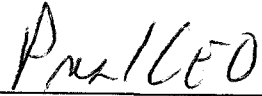
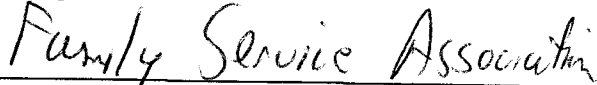
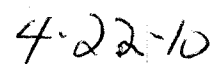
**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND RELATED MATTERS**

**Program: 2010 CSBG**

**Period: April 1, 2010 through December 31, 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.

	
Signature	Title
	
Agency/Organization	Date