

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

537



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
November 6, 2012

SUBJECT: Agreement #12F-4516 with the Department of Community Services and Development for Severe Weather Disaster Relief.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Agreement #12F-4516 between the State of California, Department of Community Services and Development (CSD) and the Community Action Partnership of Riverside County (CAP Riverside) in the amount of \$57,000 covering the term October 1, 2012 through June 30, 2013;
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A;
3. Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement; and
4. Authorize the Executive Director of CAP Riverside to administer the program.

[Signature]

Maria Y. Juarez, CCAP, Executive Director

(CONTINUED 3 Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$57,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 12/13

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *[Signature]*
Donna Shaw

- Policy
- Policy
- Consent
- Consent

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

3.9

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 11/6/12
 Departmental Concurrence SAMUEL WONG
 DATE: 10/31/12
 BY: NEAL R. KIPNIS

FROM: Community Action Partnership
of Riverside County

DATE: November 6, 2012

SUBJECT: Agreement #12F-4516 with the
Department of Community
Services and Development for
the Severe Weather Disaster Relief

PAGE: 2 of 3

BACKGROUND:

On September 12, 2012, a Proclamation of a State of Emergency was issued by Riverside County due to extreme weather and storm conditions. Hardest hit were the most impoverished, ill-prepared remote communities in the county. The storms flooded many of the trailer parks leaving residents without power for several days, resulting in the loss of perishable food items. High winds damaged roofs, skirting and awnings, allowing storm water to damage clothing, bedding, mattresses, and other household items.

In response to this emergency, CAP Riverside will address the various needs of low-income individuals and families in the rural areas of the County of Riverside who were impacted by the severe weather. CAP Riverside will provide vouchers for clothing, food and household items, rental assistance and debris removal.

Therefore, the Executive Director of CAP Riverside requests the Board to approve Agreement #12F-4512 not to exceed \$57,000, covering the term October 1, 2012 through June 30, 2013.

FINANCIAL IMPACT: No County General Funds will be required.

CONCURE/EXECUTE: Auditor Controller

MYJ:jb

FROM: Community Action Partnership
of Riverside County

DATE: November 6, 2012

SUBJECT: Agreement #12F-4516 with Department
of Community Services and Development
for Sever Weather Disaster Relief

PAGE: 3 of 3

SCHEDULE A
Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2012/2013

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200300000-527780	Special Program Expense	\$57,000
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INCREASE IN ESTIMATED REVENUE:

CAARC-21050-5200300000-767220	Fed-Other Operating Grants	\$57,000
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STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev. 6/03)

AGREEMENT NUMBER 12F-4516	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **October 1, 2012 through June 30, 2013**
- The maximum amount of this Agreement is: **\$ 57,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- Exhibit A - Scope of Work
- Exhibit B - Budget Detail and Payment Provisions
 - Attachment I, CSBG Discretionary Fiscal Data
 - Attachment II, CSBG Discretionary Work Plan/Progress Report
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions
 - Attachment I, Executive Board Roster CSD 188
 - Attachment II, CSD Supplemental Audit Guide
- Exhibit E - Additional Provisions
- Exhibit F - Definitions
- Exhibit G - Certification Regarding Lobbying, Disclosure of Lobbying Activities

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

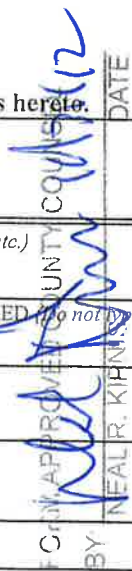

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County		<p>I hereby certify that all conditions for exemption have been complied with, and this document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

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. PURPOSE

Community Action Partnership of Riverside County agrees to utilize the discretionary funding to assist 150 low-income individuals impacted by the extreme weather and storm condition in Riverside County. The following outcomes are anticipated:

- A. Purchase 430 Department Store Vouchers to assist 150 families.
- B. Provide rental assistance to 40 families.
- C. Provide debris removal to 40 families.
- D. Partner with community partners and first respondents to identify impacted families.
- E. Coordinate and supervise distribution of vouchers to qualifying families and provide referrals to community resources.

2. COMPLIANCE

Contractor agrees to provide services and activities identified above in Section 1, and further specified in the CSD Work Plan/Progress Report (CSD 626) attached to Exhibit B of this Agreement, and pursuant to the federal Community Services Block Grant (CSBG) Program, in the service area described in Exhibit A, Section 5. All services are to be provided in accordance with all applicable federal and state law and regulation and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:

- A. The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
- B. The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.; and
- C. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB)

EXHIBIT A
(Standard Agreement)

3. REQUIREMENTS, STANDARDS AND GUIDELINES

Even though the federal Community Services Block Grant Act exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding CSBG funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of CSBG funds. Therefore, Contractor agrees to apply all of the requirements, standards and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards or guidelines directly conflict with any State law or regulation at Government Code §§ 12725 et seq. or 22 CCR §§ 100601 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

4. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

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

5. SERVICE AREA

The services shall be performed in the following service area:

Riverside County

EXHIBIT A
(Standard Agreement)

6. The Project Representatives during the term of this Agreement will be:

Diamond Longjel, Field Representative
Department of Community Services and Development
2389 Gateway Oaks Drive, #100
Sacramento, CA 95833
(916) 576-7190

Maria Juarez, Executive Director
Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B102
Riverside, CA 92507
(951) 955-4900

7. ADDRESS FOR THE DEPARTMENT

Send all correspondence to:

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

Hand Delivery: 2389 Gateway Oaks Drive, #100
Sacramento, CA 95833

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT

Contractor may request one working capital advance in an amount equal to twenty-five percent (25%) of the amount of the total consideration as described in Std. 213, item 3. of this Agreement. Subsequent monthly payments shall be made based on actual expenditure reports being submitted timely as indicated in Exhibit B., Section 6. Reporting Requirements of this Agreement.

2. ADVANCE PAYMENTS

A. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

B. The State will initiate repayment process of advance funds beginning with the last two reporting periods of the contract term or whenever 75% of the total amount of this Agreement has been expended. The State shall begin applying approved expenditures to the outstanding advance balance, thereby offsetting any subsequent reimbursements. The State shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described in this section). In that case, the State shall apply the entire reimbursement amounts against the outstanding advance balance.

3. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment not to exceed twenty-five percent (25%) of the increased amount authorized by the State.

4. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

5. FEDERAL BUDGET CONTINGENCY

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

6. REPORTING REQUIREMENTS

A. Monthly Fiscal Reporting

Contractor shall complete and submit to the State a monthly Fiscal Expenditure Report/CSBG CAA Expenditure/Activity Report. Contractor shall ensure that the reports are submitted to CSD by entry onto the web-based, Expenditure Activity Reporting System (EARS) and received by CSD on or before the twentieth (20th) calendar day of each bimonthly report period, irrespective of the level of activity or amount of expenditure in the preceding period.

<u>Fiscal Report Period</u>	<u>Report Due Dates</u>
October 2012	November 20, 2012
November 2012	December 20, 2012
December 2012	January 20, 2013
January 2013	February 20, 2013
February 2013	March 20, 2013
March 2013	April 20, 2013
April 2013	May 20, 2013

EXHIBIT B
(Standard Agreement)

May 2013	June 20, 2013
June 2013	July 20, 2013

B. Bimonthly Programmatic Reporting

Contractor shall complete and submit to CSD bimonthly programmatic reports using the CSD Work Plan/Progress Report (CSD 626 (Rev. 03/07)). Contractor shall ensure that the reports are submitted on or before the twentieth (20th) calendar day following the report period, irrespective of the level of program activities in the preceding period.

<u>Program Report Period</u>	<u>Report Due Dates</u>
October 2012 - November 2012	December 20, 2012
December 2012 - January 2013	February 20, 2013
February 2013 - March 2013	April 20, 2013
April 2013 - May 2013	June 20, 2013
June 2013	July 20, 2013

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

Within thirty (30) calendar days after the expiration of the contract or when all funds have been fully expended under this agreement, Contractor shall submit final programmatic report, using the appropriate Close out form, CSD Form 626 Discretionary Work Plan/Progress report. The final report shall include the final outcomes outlined under the Scope of Work.

7. ATTACHMENTS TO CONTRACT

A. Attachment I

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

EXHIBIT B
(Standard Agreement)

B. Attachment II

Contractor shall also submit to the State Attachment II, CSD Work Plan/ Progress Report, which shall reflect a description of outcome/goals for the discretionary project. This information will be used to monitor the success of the identified outcome/ goal relevant to its programs, activities, and available resources for the delivery of services. Prior to execution of this Agreement by the State, Contractor is responsible for submitting the applicable Work Plan component of this attachment. Modifications to the Work Plan will not be allowed.

8. SCHEDULE OF ATTACHMENTS

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

ATTACHMENT I CSBG Fiscal Data (CSD 627, 627A, 627B)
ATTACHMENT II Discretionary Work Plan/Progress Report CSD 626 (Rev.3/2007)

EXHIBIT B
(Standard Agreement)

ATTACHMENT I

CSBG FISCAL DATA

Contract Budget Summary
Budget Support Personnel
Budget Support Non Personnel

CSD 627
CSD 627A
CSD 627B

**ATTACHMENT I
CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET SUMMARY**

Contractor Name: Community Action Partnership of Riverside County	Contract Number: 12F-4516	Contract Amount: \$57,000
Prepared By: April Nguyen, Accountant II	Contract Term: 10/1/12 - 6/30/13	Amendment #: 0
Telephone #: (951)-955-6492	Fax Number: (951) 955-1399	
Date: 10/25/2012	E-mail Address:	

SECTION 10: ADMINISTRATIVE COSTS

Line Item	Description	CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG Disc. allocation in Section 40)		

SECTION 20: PROGRAM COSTS

Line Item	Description	CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	\$57,000
Subtotal Section 20: Program Costs		\$57,000

SECTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20)	\$57,000
SECTION 70: CSBG Disc. Funds Administrative Percent (Section 10 divided by Section 40)	
SECTION 80: Enter "Other Agency Operating Funds Used to Support CSBG Disc." (INFORMATION ONLY)	
SECTION 90: Agency Total CSBG Disc. Operating Budget (Sum of Sections 40 and 80) (INFORMATION ONLY)	\$57,000

**ATTACHMENT I
CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- NON PERSONNEL COSTS**

Contractor Name:	Community Action Partnership of Riverside County	Contract Number:	12F-4516	Contract Amount:	\$57,000
Prepared By:	April Nguyen, Accountant II	Contract Term:	10/1/12 - 6/30/13	Amendment #:	0
Telephone #:	(951)-955-6492	Fax Number:	(951) 955-1399		
Date:	10/25/2012	E-mail Address:			

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

EXPLAIN AND JUSTIFY EACH LINE ITEM Totals must match CSD 627 Budget Summary form Attach additional sheet(s) if necessary Missing descriptions shall result in delay of the contract execution.	CSBG DISCRETIONARY			
	Section 10 Administrative Costs		Section 20 Program Costs	
List all Operating Expenses	3	sum should equal total on line item 3 of CSD 627 Budget Summary form	3	sum should equal total on line item 3 of CSD 627 Budget Summary form
List all Equipment Purchases	4	sum should equal total on line item 4 of CSD 627 Budget Summary form	4	sum should equal total on line item 4 of CSD 627 Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5	sum should equal total on line item 5 of CSD 627 Budget Summary form	5	sum should equal total on line item 5 of CSD 627 Budget Summary form
List all Subcontractor Services	6	sum should equal total on line item 6 of CSD 627 Budget Summary form	6	sum should equal total on line item 6 of CSD 627 Budget Summary form
Other Costs - Explain & Justify each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10 Administrative Costs		Section 20 Program Cost	
i Direct client costs: \$43,000 Department Store Vouchers, \$8,000 Temporary Shelter/Rental Assistance, \$6,000 Debris Removal.		-0-		\$57,000
ii				
iii				
iv				
Total Other Costs (Sum of i, ii, iii, iv):	7	sum should equal total on line item 7 of CSD 627 Budget Summary form	7	sum should equal total on line item 7 of CSD 627 Budget Summary form
				\$57,000

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

CSBG/Work Plan/Progress Report

CSD 626

<input checked="" type="checkbox"/> Work plan
<input type="checkbox"/> Progress Report

Agency Name: Community Action Partnership of Riverside County (CAP Riverside)	Agency/Project Representative: Maria Y. Juarez, CCAP, Executive Director
Contract Number:	Contract Term: 9/20/2012 – 6/30/2013
Email: mjuarez@capriverisde.org	Telephone Number: (951) 955-4900
Date: 10-29-12	Signature: 

Work Plan

Make copies for each outcome/goal

Problem/Need to be addressed:
<p>A state of emergency was proclaimed by the County Riverside on September 12, 2012 due to extreme weather and storm conditions. Hit the hardest were the most impoverished, ill-prepared remote communities in the county, many of which 100% of the residents live below poverty levels in trailer parks. The storms flooded many of the trailer parks leaving residents, of which many are elderly, without power for several days. This resulted in a loss of refrigerated food. High winds damaged roofs, skirtings, awnings allowing storm water to damage clothing, bedding, mattresses, household goods, etc. The debris along with wet ceilings and floors has created an environment for unhealthy mold. The poorest trailer park's 1,500 plus full-time residents lost power to the pump for the park's main on-site water well, and residents have been unable to cook or bath due to limited clean water. Standing water as a result of poor inadequate drainage has resulted in swarms of mosquitoes in a time when mosquito-borne illnesses, such as the West Nile Virus, are still active in the county.</p> <p>These remote rural areas lack community infrastructure to support adequate response to disasters. While CAP Riverside's strong network of community partners have joined in efforts to provide immediate shelter and help, recovery assistance and funds are extremely limited. CAP Riverside is requesting \$57,000 in emergency funds to address the recovery needs of these low-income families impacted by the storms. Recovery needs include, but are not limited to: food; clothing; housewares (cooking utensils, cookware, kitchenware); bedding (mattresses, linen, pillows); rental assistance; debris removal, etc.</p>
Projected Activities/Services to be performed:
<p>CAP Riverside will identify and assist 150 low income families impacted by the 2012 September storms. CAP Riverside will:</p> <ol style="list-style-type: none"> 1. Partner with community partners and first responders to identify impacted families; 2. Purchase and distribute vouchers that can be used to obtain food; clothing; housewares (cooking utensils, cookware, kitchenware); bedding (mattresses, linen, pillows); rental assistance during clean-up; debris removal, etc.; <ul style="list-style-type: none"> • 430 Department Store Vouchers at \$100.00 each (\$43,000) 3. Provide \$8,000 for rental assistance (\$200 x 40 families); 4. Provide \$6,000 for debris removal (\$150 x 40 families); 5. Coordinate and supervise distribution of vouchers to qualifying families; and 6. Provide referrals to community resources.
Expected Outcome/Goal (Number <u>1</u> of <u>1</u>):
Increase the safety and security of 150 qualifying low-income households impacted by the 2012 September storms.
National Performance Indicator(s):
6.2.J - Emergency Disaster Relief

Agency Name: _____

Report Period: _____

Progress Report (Indicate the Report Period _____)

Activities/Services:
Status Toward Achieving Indicated Outcome/Goal:
Actual Results:

Instructions

CSD 626 Work Plan/Progress Report (Rev 3/07)

The CSD 626 work plan/progress report has two separate and distinct functions; it functions as both an initial work plan to be completed and submitted with the contract and a progress report to be submitted in conjunction with the Expenditure Report.

When Completing Work Plan:

For projects that will achieve multiple outcomes/goals, ensure that the individual outcomes/goals are listed on a separate work plan. When completing the Work Plan for the project, complete the following items:

- Problem/Need to be addressed
- Activities/ Services to be Performed (This should address the problem and support the goal)
- Expected Outcome/Goal

Problem/Need to be addressed: For each identified outcome/goal, provide a description of the specific need identified that will be addressed through the project.

Projected Activities/Services to be performed: For each identified outcome/goal, provide a description of the activities/services that will be performed in support of the outcome/goal.

When describing the activities/services that will be performed, please include the following:

- Specific number of units involved in activity/service (for example: number of flyers mailed, number of hours performing outreach, etc)
- Specific timeframes for activities/services (for example: flyers will be mailed on 5/1/07 and 7/15/07)

Expected Outcome/Goal: Describes the impact on the client/community/organization as a result of the service provided. Goals should be measurable, realistic and attainable.

When completing the outcome/goal statement, be sure to include the following:

- The specific number of clients/community members/organizations affected
- The specific outcome/goal
- The specific timeframe for completion
- The specific area/community affected

When Completing Progress Report:

When completing the Progress Report for the project, complete the following items:

- Activities/Services (performed during this reporting period)
- Status toward achieving the indicated outcome/goal
- Actual Results (to be completed when the goal has been achieved)

When you submit a Progress Report to CSD, you will utilize the completed Work Plan as the template.

Instructions
CSD 626 Work Plan/Progress Report (Rev 3/07)

Activities/Services: For each identified outcome/goal, provide a narrative outlining the activities/services completed during the reporting period. Ensure that the activities indicated in this section correspond to the Activities/Service identified in the Work Plan (Please note that the services and/or activities are a means to reaching the outcome/goal.). Include any/all information that demonstrates and justifies costs submitted on expenditure report.

Status Toward Achieving Indicated Outcome/Goal: Provide a narrative of the status towards achieving this outcome/goal. Please be specific in reporting the status of the goal/outcome (for example: To date, 41 out of 100 at risk youth have obtained a job [41%]).

Actual Results (to be completed when the goal has been achieved): For each identified outcome/goal, provide the actual results achieved during the contract term.

Example:

Work Plan

Problem/Need to be addressed:
A community needs assessment indicates that youth in the County Z are lacking formal training in job readiness and thus lack necessary skills to obtain employment.
Projected Activities/Services to be performed:
Conduct two information sessions at ABC School by 4/1/07. Mail 150 flyers to local community center and public libraries on 4/15/07 and 6/30/07. Conduct 100 interviews with youth to identify candidacy for program by 7/1/07. Ensure case management for 75 youth and track youth progress including employment (ongoing throughout project)
Expected Outcome/Goal (Number <u>1</u> of <u>1</u>):
100 at-risk youth will be enrolled in a local job training program and 60 youth will obtain employment by 12/31/2007

Progress Report (Indicate the Report Period Apr.1 – May 31)

Activities/ Services:
As of 5/15/07 – two information sessions have been held at ABC School, 100 flyers of 150 total flyers have been mailed, 61 interviews with youth have been conducted
Status Toward Achieving Indicated Outcome/Goal
45 out of 100 youth have been enrolled in a case management program and a job training program (45%). 14 out of 60 youth have obtained employment (23%)
Actual Results:
<i>Will report when goal/outcome is achieved</i>

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS – GTC 610

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C
(Standard Agreement)

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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(Standard Agreement)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. 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, including, 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

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(Standard Agreement)

b. 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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **TRAVEL/PER DIEM**

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

2. **CERTIFICATIONS**

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
 - 1) Drug-Free Workplace Requirements Contract Certification Clause (CCC-307)
 - 2) National Labor Relations Board Certification (CCC-307)
 - 3) Expatriate Corporations (CCC-307)
 - 4) Domestic Partners (CCC-307)
 - 5) Amendment for Change of Agency Name (CCC-307)
 - 6) Resolution (CCC-307)
 - 7) Air and Water Pollution Violation (CCC-307)
 - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

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(Standard Agreement)

- 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)
- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov

3. INTERNAL CONTROL CERTIFICATION

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

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

4. CONFLICT OF INTEREST

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

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(Standard Agreement)

5. CODES OF CONDUCT

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

6. EFFECTIVENESS ASSESSMENT TOOL

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

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

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7. COMPLIANCE MONITORING

- A. As the recipient of federal CSBG Block Grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and provisions, for tracing all costs to the level of expenditure.
- B. As the administrator for the CSBG Block Grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in, federal and state CSBG law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.

Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

- E. In the event, CSD determines that Contractor is in non-compliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations or findings in writing, along with a specific action plan for correcting the non-compliance.

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

- A. In addition to the State's authority to terminate or suspend funding or deny refunding under federal and State law and regulation, the State has authority to set fiscal control and fund accounting procedures to fulfill the State's oversight responsibilities and ensure that CSBG Block Grant funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, the State hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions according to that section on Contractor for unsatisfactory performance of the requirements, standards, and guidelines of this Agreement.

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(Standard Agreement)

B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal CSBG law.

9. BOARD ROSTER, BYLAWS, RESOLUTION AND MINUTES

- A. Concurrent with Contractor's submission of this Agreement, Contractor shall submit to CSD the following:
- 1) Unless otherwise specified in 2) and 3) below, a current roster of the tripartite board, including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member at a location other than the office of the eligible entity, and the most recent version of the organizational bylaws. Contractor is to complete Exhibit D, Attachment I, Executive Director and Board Roster (CSD 188). Contractor is responsible to notify CSD of any changes to the tripartite board within thirty (30) days of such occurrence.
 - 2) In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to assure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor, and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its governing body within (30) days of such occurrence.
 - 3) In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its board within thirty (30) days of such occurrence.

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- B. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct signature of a board member; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer (CEO), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.
- D. Contractor shall submit to CSD minutes from the tripartite board, LPA contractor's board, NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, for regularly scheduled meetings no later than thirty (30) days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the contractor's bylaws.
- E. If Contractor's tripartite board is advisory to the elected members governing a local government, the Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including, but not limited to, discussions about or decisions affecting the community action program. Such minutes shall be submitted to CSD no later than thirty (30) days after the minutes are approved.

10. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2009 CSD Supplemental Audit Guide. The 2009 Supplemental Audit Guide is attached herein as Exhibit D, Attachment II. The 2009 Supplemental Audit Guide may be accessed at www.csd.ca.gov.

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(Standard Agreement)

B. Audit Reports

- 1) a. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."
- b. Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular A-133 shall:
 - i. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year; and
 - ii. Be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.
- 4) Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within nine (9) months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

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Electronic copy:
audits@csd.ca.gov.

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

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

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

- 5) In the event an audit required under this Agreement has not been submitted in a timely fashion, CSD may impose sanctions as provided in OMB Circular No. A-133 at § ____.225, to include:
- a) Withholding a percentage of federal awards until the audit is completed satisfactorily;
 - b) Withholding or disallowing overhead costs;
 - c) Suspending federal awards until the audit is conducted; and/or
 - d) Terminating the federal award.

11. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 2.

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- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.epls.gov>.
- B. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- D. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action.

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- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is independent from CSD's obligation to make payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. INSURANCE AND FIDELITY BOND

- A. General Requirements
 - 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
 - 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
 - 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name the State as the Certificate Holder.
 - 4) New Certificates of Insurance will be reviewed for content and form by CSD.

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- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include any cash advances, and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 8) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amount.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.

C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

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- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.
- D. Commercial or Government Crime Coverages (Fidelity Bond)
- 1) Contractor shall maintain a commercial crime policy, or if Contractor is a public entity, a government crime policy (hereinafter "fidelity bond") that shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.
 - 2) Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
 - 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.
- E. General Liability Insurance
- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
 - 2) Contractor shall submit an applicable Certificate of Insurance naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.
- F. Vehicle Insurance
- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

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

13. AGREEMENT CHANGES

A. Amendment

Formal Amendments are required for changes to the term, total cost or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. CSD 425b, Justification for Contract Amendment/ Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.

B. Modification

- 1) Changes involving alterations such as changes to program activities and/or delivery strategies will be considered modifications. A CSD 425b, Justification for Contract Amendment/Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.
- 2) Please note that modifications to projected outcomes on the CSD 626 forms will not be allowed. In the event that projections will not be met, please provide a description of the circumstances. For further instruction please contact your Field Services Representative.
- 3) A modification to the projected budget is not required as long as the maximum amount payable does not change. Any increase to out-of-state travel costs or changes to major equipment purchases will require a modification.

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- 4) If a Contractor intends to request a contract modification to modify Attachment I or Attachment II, justification shall be submitted on CSD 425b, Justification for Contract Amendment/Modification, no later than 15 calendar days prior to the expiration date of this Agreement.

14. SYSTEM SECURITY REQUIREMENTS

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

A. General Information/Data Description

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

B. Services Offered

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

C. Data Sensitivity

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

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D. Information Exchange Security

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

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

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

G. Incident Reporting

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

EXHIBIT D
(Standard Agreement)

H. Audit Trail Responsibilities

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

I. Data Sharing Responsibilities

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

15. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 SUPPLEMENTAL AUDIT GUIDE

ATTACHMENT II EXECUTIVE DIRECTOR AND BOARD ROSTER (CSD 188)

EXHIBIT D
(Standard Agreement)

ATTACHMENT I

EXECUTIVE DIRECTOR AND BOARD ROSTER (CSD 188)

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Received by CSD:

Board Roster

Exhibit D, Attachment I

CSD 188

Executive Director and Board Roster- CSBG

Agency Name: _____

Effective Date: _____

Agency Address: _____

Total number of board seats: _____

Submitted By: _____

As per Exhibit D. Please also list any vacancies within the board itself, so that the required amount of board members is equal to the board by-laws.

Sector: Please indicate P=Public, PR= Private, L= Low Income

**Please indicate vacancy title, and date of vacancy in the "Name" field.

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
	Executive Director				
	Board Chair				
	Additional Authorized signer of the Contract				

EXHIBIT D
(Standard Agreement)

ATTACHMENT II

2009 CSD SUPPLEMENTAL AUDIT GUIDE

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)



To: All Community Service Block Grant, Low-Income Home Energy Assistance Program, Department of Energy, and Other Program Contractors

From: CSD Audit Services Unit

Date: February 3, 2010

SUPPLEMENTAL AUDIT GUIDE**Introduction**

The purpose of this 2009 Supplemental Audit Guide is to provide further instructions for the independent auditor and/or CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD) to deliver programs. As specified in each program contract, all independent auditors and CPA firms must follow this Supplemental Audit Guide if the Contractor being audited is funded totally or in part by CSD contracts. This guide is not intended to be an auditing procedure manual but rather to further instruct the independent auditor and CPA firm in testing certain costs identified by CSD as needing more detailed disclosure.

The primary focus of this guide is auditing and reporting on specific items of costs funded by CSD contracts. The procedures outlined in this guide either clarify and complement or, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

Auditor's Judgment

Auditors performing the work according to this Supplemental Audit Guide must continue to exercise professional judgment. The auditor shall follow the procedures included in this audit guide unless, in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. The auditor, however, must justify in writing any change from the audit procedures suggested by this Supplemental Audit Guide. The audit report must contain assurances that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

Supplemental Audit Guide

Selected Items of Cost

Inventory System (All Contracts)

1. The independent auditor or CPA firm must gather evidence to validate the inventory listed as an asset on the balance sheet.
2. The closeout report on CSD contracts requires an inventory listing on all items purchased with CSD contract funds.
3. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist, are owned (not leased), and are in operable condition.
4. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

Subcontracts (All Contracts)

1. Subcontracts must be arms-length agreements and free of actual or apparent conflicts of interest. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.
2. Contractors are required to substantiate that all costs expended under subcontracts are allowable and allocable to the particular program pursuant to the same standards as the costs expended directly by the Contractor under the specific CSD contract. Document the Contractor's system of ensuring this level of accountability, and report to CSD.

Weatherization Crew Hours (LIHEAP and DOE Contracts)

Document the methodology the Contractor uses to capture the actual hours each weatherization worker spends on each house, specific work performed and address. If this data is maintained in an automated system, obtain and review system documentation.

1. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting and testing a representative sample.
2. Trace the monthly closeout report totals for weatherization labor hours to the Contractor's monthly report summaries and reconcile this to the supporting source documents.

Supplemental Audit Guide

Prohibition on Lobbying

The independent auditor shall verify that no CSD contract funds were used to influence or attempt to influence an officer or employee of a state or federal government agency, or a member of Congress or the State Legislature, in connection with the awarding of any contract, grant, loan, or cooperative agreement.

System of Internal Control

Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of Contractor billings submitted to CSD for the performance of the contract.

The Contractor's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the Contractor being reviewed.

Administrative Cost Cap

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

Use of Indirect Cost Rates or Other Indirect Cost Methodology

1. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
2. Validate the indirect cost rate or methodology and the application of the rate used by the Contractor.
3. Ensure compliance with OMB Circulars A-87 and A-122.

Basis for Allocation of Costs

1. The independent auditor or CPA firm must identify the Contractor's basis for allocating costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable, and based on actual expenses incurred by the Contractor for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.
2. Ensure Compliance with OMB Circulars A-87 and A-122.

Supplemental Audit Guide

Going Concern and Subsequent Events

The independent auditor or CPA firm must provide a "positive assurance" statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the Contractor. Additionally, the independent auditor or CPA firm must provide "positive assurance" whether or not the Contractor will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

Representation Letter

A Representation Letter between the independent auditor or CPA firm and the Contractor must be forwarded to CSD. The Representation Letter must be signed by the Contractor's controller (or equivalent) and either the Chair of the Audit Committee if it exists or the Executive Director.

Engagement Letter

In the event a Contractor is more than one month late in submitting the required independent audit report, the Contractor shall submit one copy of the finalized, signed Engagement letter between the Contractor and the Contractor's independent auditor or CPA firm.

Supplemental Statements

Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the Contractor.

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item.

Auditing Standards and Reports

The financial and compliance audit report shall contain the following supplemental financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

Supplemental Audit Guide

Testing of Transactions

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

- a. Contractor's internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable and allocable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;
- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Contractor complied with applicable laws, regulations, and contract requirements.

American Recovery and Reinvestment Act of 2009 (ARRA) Funds

ARRA IDENTIFICATION

Contractors covered under the Single Audit Act and OMB circular A-133 must specifically identify ARRA funds on the SEFA by CFDA number, contract number, and by attaching the prefix "ARRA-" to the Federal program name. This information may be used by CSD to monitor the Contractor's expenditures of ARRA funds. In addition, the Contractor should maintain documentation to identify sub-award and project funded through the ARRA.

SEPARATE ACCOUNTING

Contractors must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

Supplemental Audit Guide

PREVAILING WAGE

Determine if there is a designated payroll person to certify, on a weekly basis, that the Contractor is paying residential prevailing wage in accordance with the wage determinations as set forth in the ARRA contract.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS:

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

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (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; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

EXHIBIT E
(Standard Agreement)

F. As provided in EXHIBIT D, Paragraph 10.A. of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

2. PROCUREMENT

A. Contract Administration

- 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations and Recovery Act provisions governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Exhibit B to this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

EXHIBIT E
(Standard Agreement)

4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.

5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with the following requirement:

Contractor shall prepare and submit a Request for Purchase/Lease Pre Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:

- a. Any articles, supplies, equipment or services having a per-unit cost in excess of \$5,000; or
 - b. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 2. shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
- a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

EXHIBIT E
(Standard Agreement)

B. Limitation on Use of Funds

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

3. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

4. NONDISCRIMINATION COMPLIANCE

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

EXHIBIT E
(Standard Agreement)

- 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

5. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

- 1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
- 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see www.csd.ca.gov.
- 3) This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see www.csd.ca.gov.

B. American-Made Equipment/Products

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

C. Federal and State Occupational Safety and Health Statutes

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

D. Political Activities

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

EXHIBIT E
(Standard Agreement)

E. Lobbying Activities

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT G, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

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

EXHIBIT E
(Standard Agreement)

7. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

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

EXHIBIT F
(Standard Agreement)

DEFINITIONS

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

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

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

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

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

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

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

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

Final Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759

EXHIBIT F
(Standard Agreement)

after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.

Modification: An immaterial change to this Agreement that does not require an Amendment.

Parties: CSD on behalf of the State of California, and the Contractor.

Program: The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.

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

Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant/Discretionary

PERIOD: October 1, 2012 through June 30, 2013

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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

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

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

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