

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

953



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:

May 26, 2010

SUBJECT: Sole Source Agreement Made Under the Community Services Block Grant - American Recovery and Reinvestment Act of 2009

RECOMMENDED MOTION: That the Board approve and

1. Authorize the Chairman of the Board to sign the following sole source agreement made under the Community Services Block Grant - American Recovery and Reinvestment Act of 2009 (CSBG-ARRA):
 - La Vista Recovery and Wholeness Center for Women (La Vista) Agreement #CAP-10-025 for the term July 1, 2010 through September 30, 2010, not to exceed \$44,959;
2. Authorize the Purchasing Agent to sign any ministerial amendments not to exceed the Board authorized amount; and
3. Authorize the Executive Director of Community Action Partnership of Riverside County (CAP Riverside) to administer the program.

MARIA Y. JUAREZ, CCAP, DEPUTY DIRECTOR FOR LOIS J. CARSON, CCAP, EXECUTIVE DIRECTOR
 MARIA Y. JUAREZ, CCAP, DEPUTY DIRECTOR FOR LOIS J. CARSON, CCAP, EXECUTIVE DIRECTOR
 MARIA Y. JUAREZ, CCAP, DEPUTY DIRECTOR FOR LOIS J. CARSON, CCAP, EXECUTIVE DIRECTOR

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

Continued (2-pages total)

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

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

C.E.O. RECOMMENDATION:

APPROVE
 BY *[Signature]*
 Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Benoit
 Date: June 8, 2010
 xc: CAP, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.: 6/2/09 (#3.20, #3.21), 7/14/09 (3.17), 10/20/09 (#3.16), 2/23/10 (#3.11) | **District:** All | **Agenda Number:**

3.18

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

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

FROM: Community Action Partnership
of Riverside County

DATE: May 26, 2010

SUBJECT: Sole Source Agreements Made Under
The American Recovery and
Reinvestment Act of 2009

PAGE: 2 of 2

BACKGROUND:

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

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

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

On July 14, 2009 (#3.17), October 20, 2009 (#3.16) and February 23, 2010 (#3.11), the Board approved the sole source agreement made under the ARRA for the County of Riverside Department of Public Health, Riverside County Child Care Consortium, Inland Agency, and Blindness Support Services.

Agreement #CAP-10-025 with La Vista will provide funding for four full-time Marketing Outreach Education Staff members to provide substance abuse services to the underserved, vulnerable population of mature women (age 50 plus) in Riverside County.

FINANCIAL IMPACT: No County General Funds will be required.

LJC:MYJ:KA:jb

DATE: May 5, 2010
TO: Board of Supervisors
VIA: Purchasing Agent
FROM: Lois J. Carson, CCAP
Executive Director

DEPARTMENT: Community Action Partnership of Riverside County

SUBJECT: Request for Sole Source Procurement

Supply/Service requested:

Substance abuse services to the underserved, vulnerable population of mature women (50 plus) residing in Riverside County.

Supplier being requested:

La Vista Recovery and Wholeness Center for Women

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

None known

Extent of market search conducted:

CAP Riverside has researched the following local substance abuse programs for women: Riverside County Department of Mental Health, County of Riverside Substance Abuse Services, YWCA of Riverside County, Path of Life Ministries, Alternatives to Domestic Violence, and MFI Recovery. While these programs provide services specific to women, none of them provide services focused on the needs of women older than 50.

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

- LaVista is the only provider in Riverside County of substance abuse services targeted for the underserved, vulnerable population of mature women (age 50 plus).
- LaVista is licensed and certified by the State of California Department of Alcohol and Drugs.
- LaVista has been a contract provider for 25 years for the County of Riverside Substance Abuse Services.
- The services provided by LaVista meet the ARRA requirements of health services and employment and target ARRA priority populations.

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

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

1. Providing a wide range of innovative employment-related services and activities tailored to the specific needs of their community.

2. Using funds in a manner that meets the short-term and long-term economic and employment needs of individuals, families, and communities; and
3. Making meaningful and measurable progress toward the reform goals of the ARRA with special attention to creating and sustaining economic growth and employment opportunities.

Because recipients of the ARRA funding are under strict deadlines to meet contractual and programmatic requirements, CAP Riverside developed its Local Plan to administer funds expeditiously by expanding existing programs and partnering with organizations where CAP Riverside has had formal and/or informal partnerships. Focus of the partnership is on job creation and expansion of services to low-income residents countywide with emphasis on food, housing, health services and employment.

Price Reasonableness:

This contract is a reallocation of funds abandoned by a previous subcontractor. There are only 3 months left of a 15-month contract. LaVista has all the necessary partnerships and non-cash resources in place to immediately implement this program. Salary was based on a mid-range hourly salary of the County Class Title "Community Program Specialist I (CPS-I)." This is the Class Title that CAP Riverside uses for outreach projects of this nature. The mid-range salary is comparable to CAP Riverside's cost for hiring through the County's Temporary Assignment Program (TAP) and is reflective of costs were CAP Riverside to staff this project.


Does moving forward on this product or service further obligate the county to similar contractual arrangements?

No


5-20 10

 Department Head Signature Date

Purchasing Department comments:

Approve Approve with Condition/s Disapprove


 Purchasing Agent Signature Date

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

PROFESSIONAL SERVICES AGREEMENT: CAP-10-025
 CONTRACTOR: La Vista Recovery and Wholeness Center for Women
 CONTRACT TERM: July 1, 2010 through September 30, 2010
 MAXIMUM REIMBURSABLE AMOUNT: \$44,959

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to provide substance abuse services to the underserved, vulnerable population of mature women in Riverside County;

WHEREAS, La Vista Recovery and Wholeness Center for Women is qualified to provide substance abuse services;

WHEREAS, CAP Riverside desires La Vista Recovery and Wholeness Center for Women hereinafter referred to as the CONTRACTOR, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP Riverside and the CONTRACTOR;

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

Authorized Signature for Purchasing: 	Authorized Signature for CONTRACTOR: 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Jane Farmer
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 2220 Girard Street San Jacinto, CA 92583
Date Signed: JUN 08 2010	Date Signed: May 6, 2010

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY
 JUN 08 2010 3.18

FORM APPROVED COUNTY COUNSEL
 BY: 
 LARISA R-MCKENNA 5/11/10
 DATE

**LA VISTA RECOVERY AND WHOLENESS CENTER FOR WOMEN
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS**

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- Attachment A – Scope of Work
- Attachment B – Scope of Work – American Recovery and Reinvestment Act of 2009
- Attachment C – Scope of Work – Community Services Block Grant
- Attachment D - HIPPA Business Associate Addendum
- Exhibit A – CSBG-ARRA Reimbursement Request (Revised 9-09)
- Exhibit B – CSBG-ARRA Contractor Expenditure Report (Revised 9-09)
- Exhibit C – Instructions for CSBG-ARRA Reimbursement Request and CSBG-ARRA Contractor Expenditure Report (Revised 9-09)
- Exhibit D – Monthly Program Performance Report (Revised 5-12-09)
- Exhibit E – CSBG Programmatic Data – Client Characteristic Report (CSD 903)
- Exhibit F – Drug-Free Workplace Certification
- Exhibit G – Certification Regarding Lobbying
- Exhibit H – Certification Regarding Debarment, Suspension and Related Matters

CONTRACT TERMS AND CONDITIONS

I. CAP RIVERSIDE RESPONSIBILITIES

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

II. CONTRACTOR RESPONSIBILITIES

- A. Assign staff to act as liaison to CAP RIVERSIDE.
- B. Provide services as described in the Scope of Work attached hereto and incorporated herein as "Attachment A".
- C. Comply with the Terms and Conditions in Attachment B – Scope of Work: American Recovery and Reinvestment Act of 2009. Attachment B is attached hereto and incorporated herein by this reference.
- D. Comply with the Terms and Conditions in Attachment C – Scope of Work: Community Services Block Grant. Attachment B is attached hereto and incorporated herein by this reference.
- E. Comply with the terms and conditions in the HIPPA Business Associate Addendum, attached hereto and incorporated herein as Attachment D.

III. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$44,959

B. LINE ITEM BUDGET

Personnel: Salaries/Wages/Benefits	\$38,400
Direct Program Costs	\$6,559
Indirect Costs	\$0
Total Grant:	\$44,959

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

1. CAP Riverside will reimburse the CONTRACTOR for services provided in accordance with the terms and conditions contained herein, in this Agreement.
2. The Contractor shall submit the "CSBG-ARRA Reimbursement Request" (Exhibit A – Revised 9-09) and "CSBG-ARRA Contractor Expenditure Report" (Exhibit B – Revised 9-09) on a calendar month basis, following the instructions in "Instructions for CSBG-ARRA Reimbursement Request and CSBG-ARRA Contractor Expenditure Report (Exhibit C – Revised 9-09). CSBG-ARRA Contract Expenditure Report is due on a monthly basis

regardless of activity. Supporting documentation such as pay stubs must accompany the CSBG-ARRA Reimbursement Request. Exhibits A, B, and C are attached hereto and incorporated herein by this reference.

3. Each claiming period shall consist of a calendar month claiming period. Contractor invoices are due no later than the 5th day of the month after which services were rendered. Any invoice not received within the time period indicated above may be rejected by CAP Riverside in its entirety if it is not feasible for CAP Riverside to make payment.
4. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.
5. If the CONTRACTOR ceases operation for any period, then no payment will apply for that period.

D. ADVANCE PAYMENT

Upon written request by the CONTRACTOR via the CSBG Reimbursement Request, CAP Riverside may issue an advance payment to the CONTRACTOR in the amount not to exceed 10% of the available amount of this Agreement. Advance payment will be recaptured by deduction from each of the first four (4) monthly billings at the rate of 25% of the total advance amount. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month's repayment dollar amount.

E. RECORDS, INSPECTIONS, AND AUDITS

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

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

5. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
6. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

F. SUPPLANTATION

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

G. DISALLOWANCE

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

H. FINANCIAL RESOURCES

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

I. AVAILABILITY OF FUNDING

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

IV. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

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

B. CONFLICT OF INTEREST

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

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

C. NOTICES

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

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

CONTRACTOR:
La Vista Recovery and Wholeness

2220 Girard Street
San Jacinto, CA 92583
Attention: Jane Farmer
(951)925-8450

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

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

F. PRO CHILDREN ACT OF 1994

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

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

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.

G. TRAFFICKING IN PERSON

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

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

H. PERSONNEL DISCLOSURE

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

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

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

I. EMPLOYMENT PRACTICES

1. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P.L. 88-352).
2. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

J. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

K. INSURANCE

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

- a. Workers' Compensation:

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

- b. Commercial General Liability:

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

c. Vehicle Liability:

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

2. General Insurance Provisions – All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.
- d. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as

primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- e. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

L. LICENSES AND PERMITS

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

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

M. INDEPENDENT CONTRACTOR

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

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

N. ASSIGNMENT

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

O. REPORTING

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

EXHIBIT#	TITLE OF REPORT	DUE DATE
D	Monthly Program Performance Report	5th day of each month
E	CSBG Programmatic Data Client Characteristic Report (CSD 903)	5th day of each month

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

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

Q. DRUG FREE WORKPLACE CERTIFICATION

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

R. CERTIFICATION REGARDING LOBBYING

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

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

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

T. DISPUTES

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

U. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, Purchasing may immediately

terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

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

V. TERMINATION

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

W. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Services will be provided in full compliance with the Act and of Part 96 of Title 45 of the Code of Federal Regulations. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

X. MODIFICATION OF TERMS

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

Y. ENTIRE AGREEMENT

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

**ATTACHMENT A:
SCOPE OF SERVICE**

FUNDING INITIATIVE: 2009 CSBG Recovery Local Plan	
<p>La Vista Recovery and Wholeness Center for Women (La Vista) provides substance abuse services to the underserved, vulnerable population of mature women (age 50 plus). The Center will increase the referral of mature women to its services and programs by conducting aggressive outreach and marketing via presentations, community outreach fairs, site visits, etc. to the community countywide (e.g., community-based and faith-based organizations, healthcare, dental and social service providers, public services providers, educational institutions, etc.) CAP Riverside will support La Vista's efforts to accomplish this by funding four (4) full-time (FTE) Marketing Outreach Education Staff members.</p> <p>Geographic Area(s) of Service: Riverside County</p>	
Program Outcome(s)	
<p>1. 3 of 4 (75%) participants will increase their income by retaining a job for 3 months or longer by the end of the contract term.</p>	
Program Output(s)	
<p>1. Contact 2,400 community-based and faith-based organizations, healthcare, dental and social service providers, public services providers, educational institutions, etc. to recruit referral customers to the Mature Women Program.</p>	
Budget	
Personnel: Salaries/Wages/Benefits	\$38,400.00
Direct Program Costs	\$ 6,559.00
Total Grant:	\$44,959.00

SCOPE OF WORK: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

1. ARRA PROVISIONS

The Community Services Block Grant has been established, funded and administered under the provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. The parties recognize and agree to the following underlying principles, which shall form the framework for implementation of ARRA and the subject program.

WHEREAS:

ARRA is a comprehensive, yet targeted, response of the Federal Government to the severe and adverse economic conditions prevailing in the United States of America;

These conditions require urgent and immediate action by and among many segments of society and the national economy;

ARRA and the subject program are intended to stimulate economic activity and job growth in the communities served by the parties; and

The Office of Management and Budget (OMB) considers all Federal programs with ARRA expenditures to be "high risk" due to the new transparency and accountability requirements; and

The urgency of the economic conditions is such that some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, as a consequence, the needed enabling measures and actions by the State of California are in preliminary form;

IT IS THEREFORE AGREED:

- A. That the parties shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations");
- B. Because some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CAP RIVERSIDE shall provide Contractor with specific ARRA requirements as they are issued or are otherwise made available to CAP RIVERSIDE by the Federal and State Government, which requirements shall be binding on the Contractor as a condition of the Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:
 - 1) That such additional requirements shall be issued by CAP RIVERSIDE in writing in the form of "ARRA program guidance, bulletins and/or directives;"
 - 2) That such additional requirements shall be issued by CAP RIVERSIDE in most timely and expeditious manner practicable;
 - 3) That such additional requirements shall be reasonably necessary to satisfy the Contractor's and CAP RIVERSIDE's ARRA Obligations and to realize the purposes of ARRA;
 - 4) That major and material changes in the ARRA program and/or ARRA requirements which substantially affect the Contractor's and/or CAP RIVERSIDE's ability to fulfill their ARRA Obligations or otherwise serve to create a substantial hardship on either the Contractor or CAP RIVERSIDE shall be subject to an amendment to this Agreement;

- 5) That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph B., 4) above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
 - 6) That upon CAP RIVERSIDE's good faith determination, delivered to the Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CAP RIVERSIDE procedure and policy and as required under Federal and State law.
- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Obligations and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Obligations. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CAP RIVERSIDE as soon as is practicable.
 - D. That for purposes of ensuring full compliance with ARRA and ARRA Obligations, CAP RIVERSIDE may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.
 - E. That Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the California Department of Community Services and Development and Community Action Partnership of Riverside County."

2. PURPOSE

Contractor agrees to provide services and activities to advance self sufficiency and reduce economic dependency in accordance with the federal provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act/American Recovery and Reinvestment Act 2009 to eligible beneficiaries residing in Contractor's Service Area within Riverside County.

Contractor is prohibited from using ARRA funds for lobbying purposes and activities as provided in Exhibit G, of the agreement.

3. ORDER OF PRECEDENCE

In the event of any inconsistency among any provisions of this Agreement, the American Recovery and Reinvestment Act of 2009, Public Law 111-5 shall take precedence over the non-ARRA provisions of the Agreement and Attachment C.

4. SEPARATE ACCOUNTING

Grantees 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.

5. SUBCONTRACTING

- A. Contractor is charged with responsibility of ensuring that the strategic objectives, including the transparency and accountability requirements of ARRA, are met with respect to all subcontracts executed in furtherance of this agreement and of the ARRA CSBG program. Accordingly, Contractor's ARRA-related subcontracts must be approved by CAP Riverside and shall incorporate the essential provisions, duties and obligations set forth herein and Contractor shall ensure that subcontractors' performance is fully compliant with this agreement.
- B. In order to effect the purpose and intent of subsection A, above, Contractor shall:
- 1) Seek and obtain prior approval from CAP Riverside;
 - 2) Upon approval, submit to CAP RIVERSIDE within 30 calendar days of execution of each ARRA subcontractor agreement the name of the subcontractor, its address, telephone number, contact person, ARRA contract amount, ARRA project name, ARRA project description, expected outcomes, projected number of jobs to be created, projected number of jobs to be retained and a brief description of the types of jobs to be created and retained.
 - 3) Monitor subcontractor performance to ensure compliance;
 - 4) Assess risk of failure of compliance and take steps necessary to mitigate such risk;
 - 5) Develop monitoring tools and schedules and conduct evaluations in order to effect the purposes of subsections 2) and 3) above;
 - 6) Direct subcontractors to register in Central Contractor Registration (CCR) and obtain a Dun and Bradstreet Universal Numbering System (DUNS) number; and
 - 7) Provide CAP RIVERSIDE with copies of monitoring tools and monitoring schedules, subcontractors' CCR and DUNS number, as well as risk assessment plans and evaluation reports developed by Contractor.
- C. Contractor agrees to separately identify to each subcontractor and to document at the time of subaward and at the time of disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance number, and amount of ARRA Funds. When a Contractor awards ARRA funds for an existing program, the information furnished to subcontractor shall distinguish the subawards of ARRA funds from regular subawards under the existing program.
- D. Contractor agrees to require its subcontractor to include on its Schedule of Expenditures of Federal Awards (SEFA) information to specifically identify ARRA funding similar to the requirements for the recipient SEFA. This information is needed to allow CAP RIVERSIDE to

Attachment B

Contract #09F-5134 Community Services Block Grant
American Recovery and Reinvestment Act of 2009
Catalog of Federal domestic Assistance #93.710

properly monitor subcontractor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

- E. All subcontracts, procurement agreements and the like entered into under the CSGB ARRA program shall be subject to the competitive bid process as required under OMB guidelines and as provided in Attachment C, 13, "Procurement" of this agreement. In the event Contractor is unable to comply with the competitive bid process, justification for a Non-Competitively Bid (NCB) Contract must be submitted to CAP RIVERSIDE for pre-approval. Justification shall include adequate responses to the following questions and requests for information:
- 1) Why is the acquisition restricted to this good/ service/ supplier?
 - 2) Provide the background of events leading to this acquisition or contract.
 - 3) Describe the uniqueness of the acquisition (why was the good/ service/ supplier chosen?)
 - 4) What are the consequences of not purchasing the good/ service or contracting with the proposed supplier?
 - 5) What market research was conducted to substantiate NCB, including evaluation of other items or services considered?
 - 6) How was the price offered determined to be fair and reasonable?
 - 7) Describe any cost savings realized or costs avoided by acquiring the goods/ service from this supplier.
 - 8) Why is the submission of a NCB necessary and what are the determining factors that caused the problem?
 - 9) What are the consequences of not having the NCB approved?
 - 10) How will Contractor ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?

6. LEGAL AUTHORITY

In accordance with Public Law 105-285 Title II, Community Service Grant Program, Subtitle B- Community Services Block Grant Program of the Community Block Services Block Act, as amended, authorizes the Department of Community Services and Development to administer the American Recovery and Investment Act of 2009. All grant awards made under this Program shall comply with applicable law including regulations contained in 45 CFR, the American Recovery and Reinvestment Act of 2009 and other procedures applicable to this regulation as CSBG may, from time-to-time, prescribe for the administration of financial assistance.

7. ARRA TERMS, CONDITIONS AND PROVISIONS

A. Program Standards

The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revision. OMB M-09- 10 Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009.

B. Administrative Requirements in accordance with Title 45 of the Code of Federal Regulations (CFR).

45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
45 CFR Part 30 – Claims Collection;
45 CFR Part 76 – Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
45 CFR Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title;
45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
45 CFR Part 93 – New Restrictions on Lobbying;
45 CFR Part 96 – Block Grants;
45 CFR Part 97 – Consolidation of Grants to the Insular Areas;
45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities

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

C. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to this grant award:

- 1) Section 507: “Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
- 2) Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

D. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.

E. Recovery Act funds may be used for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

8. BUDGET PROVISIONS

Contractor shall expend its full contract allocation by September 30, 2010. No contract term extension will be permitted to expend any remaining funds at the end of the contract term.

9. AUDITING STANDARDS AND REPORTS

Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular -133 shall:

- A. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year, and
- B. Be subject to an audit and/or other fiscal or program-specific review conducted by CAP RIVERSIDE or its agents, upon reasonable written notice.

10. ADMINISTRATIVE REQUIREMENTS

For all recipients, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

11. FEDERAL POVERTY LEVEL PROVISIONS

The ARRA Act increases the eligibility level from one-hundred twenty-five percent (125%) to two-hundred percent (200%) of the Federal poverty level for authorized services under the CSBG Act. Under this Agreement Contractor's may serve clients up to two-hundred percent (200%) of the federal poverty level exclusively for the terms of this agreement and use of ARRA funds.

12. COST SHARING OR MATCHING CONTRIBUTIONS

In accordance with 45 CFR § 74.23, Contractor may not use funds for purposes of cost sharing or as matching contributions when such funds are paid by the Federal Government under another award.

13. CENTRAL CONTRACTOR REGISTRATION (CCR)

- A. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov). (ARRA § 1512, ARRA § 1609)
- B. Contractor must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds.

14. BUY AMERICAN

- A. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- B. Subsection A. shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –

- 1) Applying subsection A. would be inconsistent with the public interest;
 - 2) Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - 3) Inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- C. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection A. based on a finding under subsection B., the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- D. This section shall be applied in a manner consistent with United States obligations under international agreements.
- E. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

15. PROCUREMENT

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification of a subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to CSBG Attachment C, 13.

16. INFORMATION IN SUPPORT OF RECOVERY ACT REPORTING

Contractor is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the CAP RIVERSIDE or designee.

17. WHISTLEBLOWERS PROTECTION

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform CAP Riverside in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Contractor further agrees to post **in an area readily visible to employees and maintain at all times** the "Whistleblower Protections under the Recovery Act document (Attachment B-1), which is attached hereto and incorporated herein by this reference.

Whistleblower Protections under the Recovery Act

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Who is protected?

Employees of non-federal employers receiving recovery funds, including State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

What are whistleblowers protected from?

Covered employees are protected from being discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure.

What kinds of disclosures are protected?

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

How to report a whistleblower reprisal complaint:

If you have a whistleblower reprisal complaint involving DOT recovery funds, please report it to the OIG Hotline.

to facilitate tracking these funds through Treasury and agency accounting systems, the Secretary of the Treasury shall ensure that all funds appropriated in this Act shall be established in separate Treasury accounts, unless a waiver from this provision is approved by the Director of the Office of Management and Budget.

SEC. 1552. SET-ASIDE FOR STATE AND LOCAL GOVERNMENT REPORTING AND RECORDKEEPING.

Federal agencies receiving funds under this Act, may, after following the notice and comment rulemaking requirements under the Administrative Procedures Act (5 U.S.C. 500), reasonably adjust applicable limits on administrative expenditures for Federal awards to help award recipients defray the costs of data collection requirements initiated pursuant to this Act.

SEC. 1553. PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS.

(a) **PROHIBITION OF REPRISALS.**—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) **INVESTIGATION OF COMPLAINTS.**—

(1) **IN GENERAL.**—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) **TIME LIMITATIONS FOR ACTIONS.**—

(A) **IN GENERAL.**—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or

(ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS.—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of

the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the "Privacy Act"). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and

(ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) REMEDY AND ENFORCEMENT AUTHORITY.—

(1) BURDEN OF PROOF.—

(A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—

(i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

(2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) WAIVER OF RIGHTS AND REMEDIES.—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.—Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.—Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term “abuse of authority” means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term “covered funds” means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term “employee”—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term “non-Federal employer”—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor,

subcontractor, grantee, or recipient is an employer; and

(II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or

(ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term “State or local government” means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or

(B) the government of any political subdivision of a government listed in subparagraph (A).

SEC. 1554. SPECIAL CONTRACTING PROVISIONS.

To the maximum extent possible, contracts funded under this Act shall be awarded as fixed-price contracts through the use of competitive procedures. A summary of any contract awarded with such funds that is not fixed-price and not awarded using competitive procedures shall be posted in a special section of the website established in section 1526.

TITLE XVI—GENERAL PROVISIONS—THIS ACT

RELATIONSHIP TO OTHER APPROPRIATIONS

SEC. 1601. Each amount appropriated or made available in this Act is in addition to amounts otherwise appropriated for the fiscal year involved. Enactment of this Act shall have no effect on the availability of amounts under the Continuing Appropriations Resolution, 2009 (division A of Public Law 110-329).

PREFERENCE FOR QUICK-START ACTIVITIES

SEC. 1602. In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

PERIOD OF AVAILABILITY

SEC. 1603. All funds appropriated in this Act shall remain available for obligation until September 30, 2010, unless expressly provided otherwise in this Act.

SCOPE OF WORK: COMMUNITY SERVICES BLOCK GRANT

1. COMPLIANCE

All services and activities are to be provided in accordance with all applicable federal and state laws and regulations and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:

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

2. 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)

3. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

The Community Services Block Grant Stimulus, American Recovery and Reinvestment Act, Catalog of Federal Domestic Assistance number is 93.710. The award is made available through the United States Department of Health and Human Services.

4. SERVICE AREA

The services shall be performed in the following service area: Riverside County

5. 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 CAP RIVERSIDE.
- 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.

6. CERTIFICATIONS

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

7. 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.

8. 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.

9. 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 CAP RIVERSIDE 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).

10. 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, CAP RIVERSIDE 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. CAP RIVERSIDE 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. CAP RIVERSIDE shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
- E. Contractor shall cooperate with CAP RIVERSIDE program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- F. In the event, CAP RIVERSIDE determines that Contractor is in non-compliance of material or other legal requirements of this Agreement, CAP RIVERSIDE shall provide the observations, recommendations or findings in writing, along with a specific action plan for correcting the non-compliance.

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

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

12. SYSTEM SECURITY REQUIREMENTS

Contractor shall 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.

13. 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

Attachment C

Contract #09F-5134 Community Services Block Grant
American Recovery and Reinvestment Act of 2009
Catalog of Federal domestic Assistance #93.710

with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$500, 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:
 - a. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (Form available from CAP RIVERSIDE) to CAP RIVERSIDE at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
 - i. Any articles, supplies, equipment or services having a per-unit cost in excess of \$500; or
 - ii. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 2. shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection and preservation of 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. 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.

14. 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.

15. NONDISCRIMINATION COMPLIANCE

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

16. POLITICAL ACTIVITIES

- A. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- B. 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.

17. APPEAL PROCESS FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

- A. Contractor agrees to comply with CAP RIVERSIDE's Appeal Process for Clients Denied Benefits and/or Services (Attachment B-1), which is attached hereto and incorporated herein by this reference. Attachment B-1 sets forth client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their right to appeal.



Community Action Partnership of Riverside County CSBG ARRA Appeal Process

Any person who has applied for benefits and/or services has the right to appeal any claim for assistance if they have been denied or if they feel their claim for assistance has not been acted upon with reasonable promptness.

The following procedure must be followed when filing an appeal:

1. If a customer/applicant decides to request an appeal, the Manager for which services were denied will meet with the customer/applicant immediately and discuss the claim in an attempt to resolve the matter.
2. If the claim cannot be resolved at this level and customer/applicant wishes to pursue the appeal further, the Manager will immediately refer the request to the CAP Riverside Dispute Resolution Center (DRC) for mediation.
 - The DRC will schedule a mediation meeting within five (5) working days to review the appeal. Participants in the mediation meeting will include the customer/applicant, the Manager, a DRC Mediator and a member of the Community Action Commission Human Rights Committee.
 - All information presented by both parties will be reviewed at the meeting.
 - A final written decision will be issued by the mediator within five (5) working days of the meeting.
3. Should the customer/applicant decide to pursue the appeal further, they must submit a written appeal request to CAP Riverside.
 - If the benefits and/or services being appealed are for Utility Payment or Home Weatherization assistance, the appeal must be submitted within ten (10) working days from the date of the mediator's decision.
 - If the benefits and/or services are for any other program, the appeal must be submitted within fifteen (15) days from the date of the mediator's decision.
 - The appeal must include a brief summary of the reason(s) for the appeal and any supporting documentation.
 - The written appeal must be mailed to CAP Riverside who will then forward the appeal to the appropriate funding source.
4. The funding source shall review the appeal and shall render the final decision within ten (10) working days from receipt of the written appeal.

NOTE: A customer/ applicant may withdraw their request for appeal at any time during the appeal process via a written or oral notice to the appropriate funding source.

THIS DOCUMENT MUST BE POSTED IN AN AREA VISIBLE TO CUSTOMERS/APPLICANTS.

Policy Issue Date: 11/05
Revised Issue Date: 10/09

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
La Vista Recovery and Wholeness Center for Women

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

RECITALS

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

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

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

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

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

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

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

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

3. Obligations of County.

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

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

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

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

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

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

7. Term and Termination.

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

8. Hold Harmless/Indemnification

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

directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

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

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

CSBG - ARRA

Exhibit A

REIMBURSEMENT REQUEST

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

CAARC Voucher # _____

Today's Date: _____

Vendor #: _____

Amount Requested: _____

Contract #: _____

Payable To: _____

Address: _____

Program Manager Approval

Date

FISCAL USE ONLY

Accounting String _____ 21050 _____ 5200300000 _____ 99410

Invoice number _____

Adjustments _____

Management Approval

Date

Contract Approval

Date

Purchase Order #

Date

Fiscal Approval

Date

CSBG - ARRA

Community Action Partnership of Riverside County	
CONTRACTOR EXPENDITURE REPORT	
CONTRACTOR:	Contract #
REPORT MONTH:	

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	MONTHLY EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
		BILLABLE AMOUNT		

List each line item as outlined in contract budget.

Personnel:				
Fringe Benefits				
(FICA, Medicare, SUI, Health Insurance, Workers Comp)				
Direct Costs				
Indirect Costs				
TOTAL BUDGET/EXPENSES	\$0.00			

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

Mailing Instructions:

When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include CSBG-ARRA Reimbursement Request Form invoices, payroll verification, and copies of cancelled checks attached (required). If cover letter is included (not required), attach to front of Claims Packet Mail Claims Packet to address shown on upper left corner of CSBG-ARRA Reimbursement Request [see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)

CSBG-ARRA REIMBURSEMENT REQUEST

- "CAARC Voucher #" - Leave Blank
- "Today's Date" - The date the form is being prepared.
- "Vendor #" – Leave Blank
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" – Business name
- "Address" - The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.
- "Program Manager Approval" – must be signed by the authorized personnel.

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

CSBG-ARRA CONTRACTOR EXPENDITURE REPORT FORM

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

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



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

Agency / Organization: _____

Project Name: _____

Report Month: _____ Date Submitted: _____

Prepared By: _____ Phone Contact _____

1. PROGRAM OUTCOME(S)		2. PROGRAM OUTPUT(S)		
1.		1.		
		Number Reached to Date:		
ACHIEVED TO DATE		ACHIEVED TO DATE		
Position	Status	Activity	# Completed To Date	Date 100% Completed
	Date Hired: ___/___/___ <input type="checkbox"/> still employed <input type="checkbox"/> released ___/___/___	1.		
		2.		
	Date Hired: ___/___/___ <input type="checkbox"/> still employed <input type="checkbox"/> released ___/___/___	3.		
		4.		
	Date Hired: ___/___/___ <input type="checkbox"/> still employed <input type="checkbox"/> released ___/___/___	5.		
		6.		

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

Please use the CSD 903 -- Client Characteristic Report Instructions and Helpful Hints document to complete this form.

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

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

Yellow Highlighted Sections represent demographics collected on INDIVIDUALS			
2 Total unduplicated number of persons about whom one or more characteristics were obtained		<input type="text"/>	
3 Total unduplicated number of persons about whom no characteristics were obtained		<input type="text"/>	
Blue Highlighted Sections represent demographics collected on FAMILIES			
4 Total unduplicated number of families about whom one or more characteristics were obtained		<input type="text"/>	
5 Total unduplicated number of families about whom no characteristics were obtained		<input type="text"/>	
6. Gender		Number of Persons*	
a. Male	<input type="text"/>		
b. Female	<input type="text"/>		
	*Total	<input type="text"/>	
7. Age		Number of Persons*	
a. 0-5	<input type="text"/>		
b. 6-11	<input type="text"/>		
c. 12-17	<input type="text"/>		
d. 18-23	<input type="text"/>		
e. 24-44	<input type="text"/>		
f. 45-54	<input type="text"/>		
g. 55-69	<input type="text"/>		
h. 70+	<input type="text"/>		
	Sum of 7e thru 7h =	<input type="text"/>	
	*Total	<input type="text"/>	
8. Ethnicity/Race			
I. Ethnicity			
a. Hispanic or Latino	<input type="text"/>		
b. Not Hispanic or Latino	<input type="text"/>		
	*Total	<input type="text"/>	
II. Race			
a. White	<input type="text"/>		
b. African American	<input type="text"/>		
c. Native American and Alaskan Native	<input type="text"/>		
d. Asian	<input type="text"/>		
e. Native Hawaiian and Other Pacific Islander	<input type="text"/>		
f. Other	<input type="text"/>		
g. Multi-Race (any 2 or more of the above)	<input type="text"/>		
	*Total	<input type="text"/>	
9. Education Level of Adults		Number of Persons 24+**	
a. 0-8	<input type="text"/>		
b. 9-12/non-graduate	<input type="text"/>		
c. High sch. Grad./GED	<input type="text"/>		
d. 12+ some post secondary	<input type="text"/>		
e. 2 or 4 yr. College graduates	<input type="text"/>		
	**Total	<input type="text"/>	
10. Other Characteristics		Number of Persons	
	Yes	No	Total*
a. Health insurance	<input type="text"/>	<input type="text"/>	<input type="text"/>
b. Disabled	<input type="text"/>	<input type="text"/>	<input type="text"/>
11. Family Type		Number of Families***	
a. Single parent/female	<input type="text"/>		
b. Single parent/male	<input type="text"/>		
c. Two-parent household	<input type="text"/>		
d. Single person	<input type="text"/>		
e. Two adults - no children	<input type="text"/>		
f. Other	<input type="text"/>		
	***Total	<input type="text"/>	
12. Family Size		Number of Families***	
a. One	<input type="text"/>		
b. Two	<input type="text"/>		
c. Three	<input type="text"/>		
d. Four	<input type="text"/>		
e. Five	<input type="text"/>		
f. Six	<input type="text"/>		
g. Seven	<input type="text"/>		
h. Eight or more	<input type="text"/>		
	***Total	<input type="text"/>	
13. Source of Family Income		Number of Families	
a. Unduplicated # of Families Reporting One or More Sources of Income***		<input type="text"/>	
b. Unduplicated # of Families Reporting No Income		<input type="text"/>	
Total UNDUP Families who responded as either having a source of income or having no income		<input type="text"/>	
Record the sources of each family income as reported in 13a above:			
c. TANF	<input type="text"/>		
d. SSI	<input type="text"/>		
e. Social Security	<input type="text"/>		
f. Pension	<input type="text"/>		
g. General Assistance	<input type="text"/>		
h. Unemployment Insurance	<input type="text"/>		
i. Employment + other source	<input type="text"/>		
j. Employment only	<input type="text"/>		
k. Other:	<input type="text"/>		
14. Level of Family Income % of HHS guideline		Number of Families***	
a. Up to 50%	<input type="text"/>		
b. 51% to 75%	<input type="text"/>		
c. 76% to 100%	<input type="text"/>		
d. 101% to 125%	<input type="text"/>		
e. 126% to 150%	<input type="text"/>		
f. 151% to 175%	<input type="text"/>		
g. 176% to 200%	<input type="text"/>		
h. 201% and over	<input type="text"/>		
	***Total	<input type="text"/>	
15. Housing		Number of Families***	
a. Own	<input type="text"/>		
b. Rent	<input type="text"/>		
c. Homeless	<input type="text"/>		
d. Other	<input type="text"/>		
	***Total	<input type="text"/>	
16. Other family characteristics		Number of Families***	
a. Farmer	<input type="text"/>		
b. Migrant Farmworker	<input type="text"/>		
c. Seasonal Farmworker	<input type="text"/>		

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

Instructions
CSBG ARRA-- Client Characteristics Report
CSD 903 (New)

Exhibit E

Purpose: Utilize this document to assist in the completion of the CSD 903—Client Characteristic Report.

- The 903 is designed to collect demographics on all clients served by the agency.
 - ✓ *Non-Profit Agencies: data should be collected on all clients served by any of the programs administered by the Community Action Agency.*
 - ✓ *Local Government Agencies: data should be collected on all clients served by the Department/Unit that has been designated to administer CSBG. This would include client data from all programs administered by the designated Department/Unit.*

Retrieving the form:

- This form can be downloaded from the CSD Web Page at www.csd.ca.gov
- Use the form as is – do not recreate or alter the form in any way. Any form that has been altered or recreated will not be accepted. NOTE: This form has been created for IBM compatible users.

Completing the CSD 903:

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

Printing the form for your records:

- When printing the 903 for your records, the form should be already formatted. However some printers, have different defaults that can alter the settings set by CSD. Therefore if you are experiencing the following problems here are some solutions to try:
 - **One or more columns are printing on a separate page:**
 1. Go to view,
 2. Click Page Break Preview. (This will show where the page is breaking with either blue solid lines and/or blue broken lines.)
 3. Click and grab the blue line that is breaking the columns and drag to the last column. (This should reformat the page to one page wide.)
 4. Select print and the problem should be corrected.

Submitting the forms:

- Please do not send hard copies of the CSD 903, CSD only wants the electronic copy.
- Submit the report via e-mail to CSBGRecovery@csd.ca.gov by the 20th of every reporting month.
- Please do not send the reports directly to your Field Representative or Field Operations managers. Please only send a copy to CSBGRecovery@csd.ca.gov.

Instructions
CSBG ARRA-- Client Characteristics Report
CSD 903 (New)

Exhibit E

CSD 903 –General Hints:

- Make sure to use the correct CSD 903 reporting form.
- The cells that show a red triangle in the right corner are cells that have a comment/reminder to assist in the completion of the form. To see the comment place the mouse in that cell and the message will pop up. Another option is to right click in the cell with a comment and choose *show comment* and the comment will appear permanently. To hide the comment, right click in the cell again and choose *hide comment* and it will disappear.
- Make sure to double check the footnote verifications to make sure the values entered fall within the proper verification.
 - ✓ * *The sum in this category should not exceed the value of Section 2.*
 - ✓ ** *The sum in this category should not exceed the value of Section 7e-h.*
 - ✓ *** *The sum in this category should not exceed the value of Section 4.*
 - ✓ **** *The numbers reported under either column should not exceed the value of Section 2.*
- Sections 2, 3, and 6-10 collect INDIVIDUAL demographic data.
- Sections 4, 5 and 11-16 collect FAMILY demographic data.
- Both Individual AND Family demographic data should be collected on all clients.
 - ✓ 1 client = 1 individual and 1 family.
 - ✓ 4 clients from same family = 4 individuals and 1 family.
 - ✓ "Family" is self-defined by the client(s) being served.

Section 1:

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

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

Section 2 – Total Unduplicated Number of Persons about whom one or more characteristics were obtained:

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

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

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

Section 6 – Gender:

- Report the Gender on individuals receiving services.
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note * on the CSD 903.

Instructions
CSBG ARRA-- Client Characteristics Report
CSD 903 (New)

Exhibit E

Section 7—Age:

- Report the age of the individuals receiving services.
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note * on the CSD 903

Section 8 – Ethnicity and Race:

- Report one ethnicity AND one race for each individual receiving services.
- Ethnicity and Race are determined by self-identification: *Ethnicity and Race shall not be limited to being biologically or genetically determined, it can also be thought of in terms of social and cultural characteristics as well as ancestry.*
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note * on the CSD 903.

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

- Only collect the education level of those individuals receiving services that are 24 years or older.
- The total of this section cannot exceed the sum of Section 7e-7h. See Asterisk Note ** on the CSD 903.

Section 10 – Other Characteristics:

- Every individual responding to question 10.a must be included in either the "no" or "yes" column. If an individual receiving services has any form of health insurance, including Medicare or Medicaid, s/he should be included in the "yes" column. The sum of the "no" column and the "yes" column will automatically be totaled in the "Total" column.
- Every individual responding to question 10.b must be included in either the "no" or "yes" column. If an individual receiving services, meets any of the three criteria listed below, s/he should be included in the "yes" column. The sum of the "no" column and the "yes" column will automatically be totaled in the "Total" column.
- The definition of "disabled" used in this form is taken from the Americans With Disabilities Act of 1990: "The term disability means, with respect to an individual (a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual, (b) a record of such an impairment, (c) being regarded as having such an impairment." Any individual who responded to this question but is not disabled should be included in the # Surveyed column only.
- The number reported under the column # of Persons should not exceed the number reported under # Surveyed for that line item.
- Make sure that the total of this section does not exceed the value in Section 2. See Asterisk Note **** on the CSD 903.

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

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

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

Instructions
CSBG ARRA-- Client Characteristics Report
CSD 903 (New)

Exhibit E

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

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

Section 11 – Family Type:

- Based on the clients, family composition, report the type of family. If the family type of the recipient is not reflected in one of these types please mark "other."
- Make sure that the total of this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 903.

Section 12 – Family Size:

- Report the number of persons in the client's family.
- Make sure that the total of this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 903.

Section 13 – Source of Family Income:

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

- ✓ **Item 13h: Unemployment insurance payments:** Enter the unduplicated number of families that receive Unemployment Insurance payments.
 - ✓ **Item 13i: Employment plus any other sources:** Enter the unduplicated number of families that have income from employment *and* from any other sources such as those included in this list.
 - ✓ **Item 13j: Employment only:** Please enter the unduplicated number of families for whom employment is the only source of income. Employment is considered wages and salaries before deductions and self-employed income less operating expenses. Sections 13.i and 13.h are mutually exclusive.
 - ✓ **Item 13k: Other:** Enter the unduplicated number of families that report other sources of income, including investments, rent, etc.
- Make sure that the values reported in Item 13a and 13b do not exceed the value in Section 4. See Asterisk Note *** on the CSD 903.
 - The value in item a, should be greater than or equal to the values reported in items c-k.
 - For all the items you will report the number of families receiving that source, not the number of individuals in the family receiving the source.

✓ *For example:* A family of four, where both parents are employed and the mother is receiving SSI, and the father and mother has 2 types of investments would be reported as follows:

- Item 13a = 1
- Item 13d = 1
- Item 13j = 1
- Item 13k = 1

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

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

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

Section 15 – Housing:

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

human beings." The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State *Exhibit E* law.

- ✓ Item 15d: Other: If neither Items 15a, 15b nor 15c describe the family's housing situation record them here.

- Make sure that the total of this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 903.

Section 16 – Other Family Characteristics:

- Report families that are farmworkers in the categories below:
 - ✓ Item 16a: Farmer: Enter the number of families served who are farmers. The value of this item should not exceed the value in Section 4.
 - ✓ Item 16b: Migrant Farmworker: Enter the number of families served who are migrant farm workers. The value of this item should not exceed the value in Section 4.
 - ✓ Item 16c: Seasonal Farmworker: Enter the number of families served who are seasonal farm workers. The value of this item should not exceed the value in Section 4.
 - Make sure that the value of each item in this section does not exceed the value in Section 4. See Asterisk Note *** on the CSD 903.
-

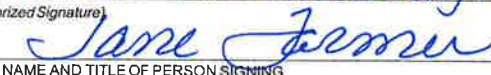
If you need further training and technical assistance, please contact your assigned Field Representative.

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit F**CERTIFICATION**

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

CONTRACTOR/BIDDER FIRM NAME <i>LA VISTA (LA VISTA RECOVERY AND WHOLENESS FOR WOMEN)</i>	FEDERAL ID NUMBER <i>95 290 2487</i>
BY (Authorized Signature) 	DATE EXECUTED <i>MAY 6 - 2010</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <i>JANE FARMER</i>	TELEPHONE NUMBER (Include Area Code) <i>(951) 925-8450</i>
TITLE <i>EXECUTIVE DIRECTOR</i>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <i>PO BOX 1411 SAN JACINTO, CA 92581</i>	

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

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

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

FAMILY SUPPORT ADMINISTRATION


Program: CSBG Stimulus Recovery Funds

Period: July 1, 2010 through September 30, 2010

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

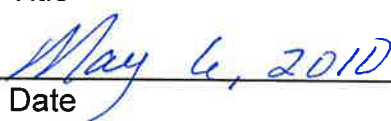
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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


Signature


Title


Agency/Organizations


Date


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


Program: CSBG Stimulus Recovery Funds

Period: July 1, 2010 through September 30, 2010

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally- or civilly- charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.


Signature _____ Title Executive Director


Agency/Organization _____ Date May 6-2010