

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

339



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
June 17, 2010

SUBJECT: Approval of Agreement #CAP-10-027 with YMCA of Riverside City and County for the Project L.E.A.D. (Linking Education, Advocacy and Development) Program

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

1. Authorize the Chairman of the Board to sign the attached Agreement #CAP-10-027 between Community Action Partnership of Riverside County (CAP Riverside) and the YMCA of Riverside City and County (YMCA) to fund the Project L.E.A.D Program for the term of July 1, 2010 through June 30, 2011 not to exceed \$150,892 per year;
2. Authorize the Purchasing Agent to sign amendments which do not exceed the Board approved amount per year and exercise the option to renew annually for up to four (4) additional one-year periods for a total of five (5) years; and
3. Authorize the Executive Director of CAP Riverside to administer the Agreement.

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

(CONTINUED – 2 Pages in total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 150,892	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$, 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 10/11
SOURCE OF FUNDS: 100% CSBG Funding				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

Debra Cournoyer
Debra Cournoyer

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 Benoit
Nays: None
Absent: Ashley
Date: June 29, 2010
xc: CAP, Purchasing

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

Prev. Agn. Ref.: District: **1, 2** Agenda Number: **3.20**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

DEPT RECOMM.: Consent Consent
 PURCHASING: Policy Policy
 BY: *Mark Seiler* Mark Seiler, Assistant Director
 BY: *Marshall Victor* Marshall Victor
 6/17/10
 Departmental Concurrence

FROM: CAP Riverside

DATE: June 17, 2010

SUBJECT: Approval of Agreement #CAP-10-027 with YMCA of Riverside City and County for the Project L.E.A.D. (Linking Education, Advocacy and Development) Program **PAGE:** 2 of 2

BACKGROUND:

In 2000, CAP Riverside created Project L.E.A.D. through funding received from the AmeriCorp program. The goal of Project L.E.A.D. is to recruit, train, and supervise volunteer mentors/tutors to provide mentoring, tutoring, and enrichment services to at-risk students enrolled in the Riverside Unified School District's PRIME⊕TIME after-school programs at five (5) local middle schools. Project L.E.A.D. volunteers benefit from skills development training such as youth development, mentoring, tutoring, mediation, first aid/CPR, etc. Project L.E.A.D. volunteers receive a stipend to defray their cost of volunteering and an educational award upon successful completion of their service requirements.

Since the program's inception, CAP Riverside has enrolled over 225 volunteers, resulting in thousands of hours of volunteer community service. As a result of these mentoring and tutoring services, the City of Riverside and surrounding areas have seen an increase/improvement in school attendance, GPA scores, and a reduction in at-risk behaviors such as substance abuse, vandalism, school violence, and gang involvement.

The County of Riverside Purchasing and Fleet Services on behalf of the Community Action Commission (CAC) and CAP Riverside issued a formal Request for Proposals #CAARC-016. Three proposals were received with all being responsive. On May 18, 2010, an evaluation committee reviewed all three proposals and recommended the YMCA for approval and funding.

Therefore, the Director of CAP Riverside requests the Board to approve and authorize Agreement #CAP-10-027 between CAP Riverside and the YMCA to fund the Project L.E.A.D. program for the term July 1, 2010 through June 30, 2011.

FINANCIAL IMPACT:

No County funds are needed. This project would be funded with 100% Community Services Block Grant funds.

CONCUR/EXECUTE: PURCHASING

LC\ls

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



PROFESSIONAL SERVICES AGREEMENT: CAP-10-027
CONTRACTOR: YMCA of Riverside City and County
CONTRACT TERM: July 1, 2010 through June 30, 2011
MAXIMUM REIMBURSABLE AMOUNT: \$150,892

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to provide an after-school mentoring program, known as Project L.E.A.D. (Linking Education, Advocacy and Development) to youth at middle school sites;

WHEREAS, YMCA of Riverside City and County is qualified to provide a mentoring program;

WHEREAS, CAP Riverside desires YMCA of Riverside City and County 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: Jacquyn Fielder
Title: Chairman, Board of Supervisors	Title: CEO
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4020 Jefferson Riverside, CA 92504
Date Signed: JUN 29 2010	Date Signed: 6/13/10

ATTEST:

KECIA HARPER-IHEM, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  6/16/10
MARSHAL L. VICTOR DATE

JUN 29 2010 3.20

**YMCA OF RIVERSIDE CITY AND COUNTY
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS**

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- Attachment A – Scope of Work
- Attachment B – Scope of Work - Detail
- Exhibit A – CSBG Reimbursement Request (Revised 4-10)
- Exhibit B – CSBG Contractor Expenditure Report (Revised 4-10)
- Exhibit C – Instructions CSBG Reimbursement Request and CSBG Contractor Expenditure Report (Revised 9-09)
- Exhibit D – Monthly Program Performance Report (Revised 4-1-10)
- Exhibit E – CSBG Programmatic Data – Client Characteristic Report (CSD 295-CCR)
- Exhibit F – Drug-Free Workplace Certification
- Exhibit G – Certification Regarding Lobbying
- Exhibit H – Certification Regarding Debarment, Suspension and Related Matters

CONTRACT TERMS AND CONDITIONS

I. CAP RIVERSIDE RESPONSIBILITIES

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

II. CONTRACTOR RESPONSIBILITIES

- A. Assign staff to act as liaison to CAP RIVERSIDE.
- B. Provide services as described in the Scope of Work and Scope of Work – Detail both attached hereto and incorporated herein by this reference as Attachments A & B respectively.
- C. Adhere to Fiscal and General Provisions as stipulated in Paragraph IV & V of this agreement.

III. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$150,892

B. LINE ITEM BUDGET

Personnel: Salaries/Wages/Benefits	\$43,904
Direct Program Costs	\$92,228
Indirect Costs	\$14,760
Total Grant:	\$150,892

C. BUDGET MODIFICATION

1. Changes may be made to individual line items in the budget, Section IV.B, provided the CONTRACTOR adequately documents the need for change and all of the following requirements are met:
 - a. Adjustments to the budget cannot bring any line item to less than twenty percent (20%) of the original budgeted amount;
 - b. The total amount of the Contract does not change;
 - c. The CONTRACTOR must submit a written request to CAP RIVERSIDE for all program/budget modification(s) and submit justification for the change(s), and identify the item(s) to be reduced or increased;

- d. CAP RIVERSIDE shall approve/deny such change(s) in writing prior to implementation;
- e. All modification requests must be submitted to CAP RIVERSIDE no later than thirty (30) days prior to the end of the Contract term;
- f. CAP RIVERSIDE reserves the right to deny requests for reimbursement, or any request for reimbursement in excess of any budget line item; and
- g. Any such changes not meeting the above conditions must be made by a contract amendment, signed by all parties.

D. 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 "Reimbursement Request" (Exhibit A – Revised 9-09) and "Contractor Expenditure Report" (Exhibit B – Revised 9-09) on a calendar month basis, following the instructions in "Instructions for Reimbursement Request and Contractor Expenditure Report (Exhibit C – Revised 9-09). Contract Expenditure Report is due on a monthly basis regardless of activity. Supporting documentation such as pay stubs must accompany the Reimbursement Request. Exhibits A, B, and C are attached hereto and incorporated herein by this reference.
3. Each claiming period shall consist of a calendar month claiming period. Contractor invoices are due no later than the 5th day of the month after which services were rendered. Any invoice not received within the time period indicated above may be rejected by CAP Riverside in its entirety if it is not feasible for CAP Riverside to make payment.
4. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.
5. If the CONTRACTOR ceases operation for any period, then no payment will apply for that period.

E. 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 twenty-five percent (25%) of the available amount of this Agreement. Advance payment will be recaptured by deduction from each of the first four (4) monthly billings at the rate of twenty-five percent (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 amount.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 June 30, 2011. The period of performance shall be up to five (5) years, renewable in one-year increments, with the completion date of June 30, 2015, with no obligation by the County of Riverside to purchase any specified amount of services. The CONTRACTOR's programmatic and fiscal performance, budget adjustments, and/or service adjustments will be assessed at the end of each contract period to determine if a contract renewal is subsequently offered.

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

CONTRACTOR:
YMCA of Riverside City and County
4020 Jefferson
Riverside, CA 92504
Attention: Jackie Fielder
(951) 320-1370

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. CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000 the contractor acknowledges in accordance with Public Contract code 7110, that:

1. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, included but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

H. TRAFFICKING IN PERSON

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

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

3. CONTRACTOR must include the requirements of Paragraph 1. a., b., c, in any subawards made.
4. CAP Riverside may unilaterally terminate this award if CONTRACTOR is found to have violated a provision of this Act.

I. PERSONNEL DISCLOSURE

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

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

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

J. EMPLOYMENT PRACTICES

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

K. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

L. INSURANCE

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

- a. Workers' Compensation:

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

- b. Commercial General Liability:

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

- c. Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate

limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

2. General Insurance Provisions – All lines:

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

M. LICENSES AND PERMITS

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

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

N. INDEPENDENT CONTRACTOR

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

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

O. ASSIGNMENT

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

P. REPORTING

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

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

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

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources

which impose duties and regulations upon CAP Riverside, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

R. DRUG FREE WORKPLACE CERTIFICATION

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

S. CERTIFICATION REGARDING LOBBYING

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

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

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

U. DISPUTES

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

V. SANCTIONS

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

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

W. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP Riverside elects to abandon, indefinitely postpone,

or terminate the Agreement, CAP Riverside shall make payment for all services performed up to the date that written notice was given in a prorated amount.

X. GOVERNING LAW

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

Y. MODIFICATION OF TERMS

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

Z. ENTIRE AGREEMENT

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

ATTACHMENT A: 2010/2011 SCOPE OF SERVICE

FUNDING INITIATIVE: Youth Education (Family Economic Security)	
<p>YMCA of Riverside City and County, will maintain the Project L.E.A.D. Program as stipulated in Exhibit A – “Scope of Service” in the Request for Proposal (RFP# CAARC-016 – Project L.E.A.D. After-School Program.</p> <p>Geographic Area(s) of Service: Riverside Unified School District, Nuview Unified School District, and Alvord unified School District.</p>	
Scope of Work Activities	
1. See “Grantee” Column in Attachment B – Scope of Work – Detail.	
Budget	
Personnel: Salaries/Wages/Benefits	\$43,904
Direct Program Costs	\$92,228
Indirect Costs (maximum 12% of award)	\$14,760
Total Grant:	\$150,892

2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail

NOTE: This Scope of Service reflects activities and expenses approved for the duration of July 01, 2010 – June 30, 2011

RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>I. MEMBER MANAGEMENT:</p> <p>A. Member Eligibility</p> <p>a. Members are limited to a maximum of two (2) years of service. Past term performance will be taken into consideration.</p>	<p>The Grantee, at minimum, is responsible for the following actions:</p> <p>Grantee must verify and document that a prospective Member:</p> <ol style="list-style-type: none"> Be a U.S. Citizen or documented legal resident; Live in Riverside County; Be at least 18 years of age; Possess a high school diploma or G.E.D.; and Have reliable transportation to service sites. Meet 200% of Federal Poverty Guideline Meet the "No Child Left Behind" (NCLB) compliance requirements – 45 college semester units or pass NCLB compliance exam. 	<p>CAP Riverside, at minimum, is responsible for the following actions:</p>	<p>Unified School Districts of Riverside (RUSD), Nuvview (NUSD), Alvor (AUSD) and designated middle school sites (SITES), at minimum, are responsible for the following actions:</p>
<p>B. Member Recruitment</p>	<ol style="list-style-type: none"> Start Member recruitment no later than July 01, 2010. Recruit Members that are reflective of the students and schools that will be served. 	<ol style="list-style-type: none"> Assist with recruitment outreach /referrals to grantee starting in July 2010. 	<ol style="list-style-type: none"> Refer prospective Members to Grantee.
<p>C. Member Selection</p> <p>1. General</p> <ol style="list-style-type: none"> Member must submit a complete Project L.E.A.D. Member Application prior to screening and selection. Members must be 100% ready to start their term of service on August 11, 2010 or no later than November 20, 2010. 	<ol style="list-style-type: none"> Recruit, screen, and select twenty-four (24) Members. Ensure that each candidate is 100% ready to start his/her term of service on August 11, 2010. Ensure that a candidate's selection is a collaborative decision between the Grantee, CAP Riverside, and RUSD, NUSD, and AUSD. Ensure that Member vacancies that occur before November 20, 2010 are immediately filled. 	<ol style="list-style-type: none"> Provide a CAP Riverside representative for the Selection Committee. Provide Grantee with Project L.E.A.D. Application Template. 	<ol style="list-style-type: none"> Provide a school district representative for the Selection Committee.
<p>2. Screening:</p> <ol style="list-style-type: none"> Members must be fingerprinted and have a background check. 	<ol style="list-style-type: none"> Ensure that each candidate has submitted a complete Project L.E.A.D. Member Application. 	<ol style="list-style-type: none"> Provide Grantee with screening referral information and applications. 	<ol style="list-style-type: none"> Pay for cost of fingerprinting and background checks. Provide pass/fail

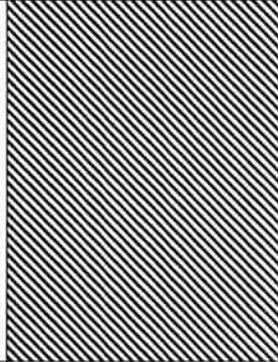
**2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail**

NOTE: This Scope of Service reflects activities and expenses approved for the duration of July 01, 2010 – June 30, 2011

RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>b. Members must be screened for Tuberculosis.</p>	<p>b. Help candidates schedule appointments for Tuberculosis (TB) test and ensure each candidate has passed the TB test. c. Help candidates schedule fingerprinting with school districts (Members must be fingerprinted and pass a California Department of Justice criminal background check pursuant to Education Code 45125.1). d. Confirm with school districts that candidate has passed the background check.</p>		<p>confirmation on all background checks to Grantee b. Pay for cost of Tuberculosis test</p>
<p>3. Interviews a. Candidate must participate in the interview process. Returning Members must also interview.</p>	<p>a. Assign one (1) Grantee representative to the selection team. b. Facilitate and conduct interviews. c. Ensure that each candidate receives at minimum one (1) interview. d. Provide each partner a calendar of scheduled interview dates/times prior to the interviews. e. Grantee must ensure that a CAP Riverside representative participates in each interview.</p>	<p>a. Must assign one (1) CAP Riverside staff member to the selection team.</p>	<p>a. Assign one (1) RUSD, NUSD, and AUSD representative to the interview team.</p>
<p><u>D. Member Agreement</u> a. Each Member <u>must</u> sign a Project L.E.A.D. Member Agreement of Participation prior to starting their term of service.</p>	<p>1. Obtain a Project L.E.A.D. Member Agreement of Participation from each Member. A signed copy must be sent to CAP Riverside and in each Member's file 2. Each Member Agreement must be signed by the Grantee's CEO.</p>	<p>a. Support Members' compliance with requirements outlined in the Project L.E.A.D. Member Handbook.</p>	<p>a. Support Members' compliance with requirements outlined in the Project L.E.A.D. Member Handbook.</p>
<p><u>E. Benefits</u> 1. Stipends a. Members who comply with program requirements are eligible for a flat-rate bi-weekly stipend. The maximum stipend for this term of service is \$3,600.00.</p>	<p>a. Maintain a tracking system that can track and verify Members' hours and stipend amounts. b. Disburse stipends on the first and fifteenth of each month (calculated to run through June 15, 2011). c. Ensure that funds are available to</p>	<p>a. Ensure that Grantee maintains sufficient funds to meet stipend schedule.</p>	<p>a. Ensure that site supervisor's sign completed Member Time Logs according to stipend processing schedule.</p>

2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail

NOTE: This Scope of Service reflects activities and expenses approved for the duration of July 01, 2010 – June 30, 2011

RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>b. Stipends are not retroactive. c. Stipends are subject to federal and state taxes. d. Stipends are federally subsidized through the CSBG grant and may impact a Member's eligibility or benefits for some public assistance programs. e. Project L.E.A.D. does not qualify as approved employment training for Welfare-to-Work, CalWORKS, or Temporary Aid for Needy Families (TANF).</p>	<p>issue stipends and maintain the tracking system during the term of service. d. Issue first stipend <u>only</u> after the Member has successfully completed all pre-service activities (screening and pre-service orientation / training). e. Collect and maintain signed Member Time Logs with dates, number and type of service hours completed. f. Provide CAP Riverside with an <u>original W-9 form for each Member hired.</u></p>		
<p>2. Insurance a. Members are not eligible for Workers' Compensation or health insurance through the Project L.E.A.D. program and its partners. b. Members are not eligible for Unemployment Benefits.</p>	<p>a. Ensure that candidates have active medical coverage to cover their term of service. b. Ensure that Members receive any necessary emergency medical treatment under the Member's medical coverage plan. c. Grantee must maintain a \$1,000,000 general liability and a \$1,000,000 vehicle liability insurance policy throughout the contract term. Note: Grantees are exempt from vehicular insurance if they do not plan to transport youth or Members.</p>	<p>a. Ensure that Grantee maintains appropriate liability insurance coverage throughout term of contract.</p>	<p>a. Ensure that Members receive any necessary emergency medical treatment under the Member's medical coverage plan.</p>
<p>3. Education Award a. Members who successfully complete their term of service as outlined in the Project L.E.A.D. Member Agreement are eligible to receive a maximum \$1,200 education award. b. The education award can be used to pay for the "cost of attending"</p>	<p>a. Grantee must submit to CAP Riverside appropriate documentation of Members' term of service completion. (Exit Form).</p>	<p>a. CAP Riverside will administer and track the education award after the completion of term of service. b. Education Awards are based on a Member's successful completion of 450 service hours as defined in the Member Agreement.</p>	

2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail

NOTE: This Scope of Service reflects activities and expenses approved for the duration of July 01, 2010 – June 30, 2011

RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>school (e.g., tuition, fees, books, computer, etc.)</p> <p>c. Members can transfer their education award to a family member.</p> <p>d. Education awards are issued on a reimbursement basis.</p> <p>e. Members must claim education award by June 15, 2012 (1 year after term-of-service).</p> <p>f. Education awards are taxable.</p> <p>F. Term of Service</p> <p>a. A Member's term of service begins August 11, 2010 and ends June 15, 2011.</p> <p>b. A Term of Service consists of 450 hours divided into Training Hours (70), Direct Service Hours (350), and Community Service Hours (30).</p> <p>c. All service hours must be completed by June 15, 2011.</p> <p>d. Members are expected to serve until June 15, 2011, even if they complete their required service hours before June 15, 2011.</p> <p>e. There is <u>very limited</u> schedule flexibility. Members must adjust their personal schedules to be available to complete their Member hours as required.</p> <p>f. Non-direct hours for services continue during the school breaks and non-county holidays.</p> <p>G. Type of Service</p> <p>There are three types of service hours Members must complete:</p> <p>Training Hours (70 hours):</p>	<p>a. Grantee must ensure that Members actively enrolled in the program complete their term of service by June 15, 2011. Extensions will not be granted.</p> <p>b. Members who do not complete their service hours, as defined by their Member Agreement and this Scope of Service, by June 15, 2011 will not be eligible for the Education Award.</p> <p>c. Grantee must ensure that Members continue service hours through June 15, 2011.</p>	<p>c. Expenses must be prior approved by CAP Riverside and supported by receipts.</p> <p>d. CAP Riverside will not disburse education awards prior to, or for expenses incurred prior to, the end of the service term (June 15, 2011).</p>	<p>a. RUSD, NUSD, AUSD and SITES must make after school hours available to ensure Members have opportunity to complete their service hours by June 15, 2011.</p>
<p>a. Grantee must track and monitor each Member's service hours.</p> <p>b. Grantee must not credit to any Member more than 12 hours per week for direct services.</p>	<p>a. Provide referrals to Grantee for community service hours opportunities for Members.</p>	<p>a. RUSD, NUSD, AUSD and SITES cannot require a Member to serve more than 12 hours each week.</p>	

**2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail**

NOTE: This Scope of Service reflects activities and expenses approved for the duration of July 01, 2010 – June 30, 2011

RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>a. Pre-service and on-going training is provided to develop Members' skills in mentoring, tutoring, and working with youth. Training includes: general program and site orientation, working with youth, mentoring and tutoring, mediation, First Aid/CPR, etc. <u>Direct Service Hours (350 hours):</u> b. Each Member must provide 12 hours a week of direct service at the school site. Direct service includes homework assistance, tutoring, mentoring, and enrichment activities. Members can receive a maximum of 12 hours credit per week for direct service, but the Member may elect to Member more hours at the site. <u>Community Service Hours (30 hours):</u> c. Each Member must complete 30 hours of community service within service area of RUSD, NUSD, AUSD, or SITES. These hours can not be served during PRIME⊕Time. Activities can include activities such as neighborhood clean-up, community gardening, graffiti removal, senior center support, etc.</p> <p>H. Service Hours 1. <i>Direct Service Days</i> a. Monday, Tuesday, Wednesday, Thursday 2. <i>Direct Service Hours</i> a. 3 hours per service day b. Start times may not be</p>	<p>c. Community service hours can be completed at the Member's own pace, but must be completed by June 15, 2011. d. Ensure that Members have sufficient opportunities to complete community service hours. e. Grantee may schedule specific events and activities to count towards community service hours.</p>		<p>b. Members may choose to work more hours but will not receive credit for more than 12 hours per week. c. Provide referrals to Grantee for community service hours opportunities for Members.</p>
	<p>a. Notify CAP Riverside of Members' absenteeism and tardiness issues.</p>	<p>a. Assist Grantee in resolving Members' absenteeism and tardiness issues.</p>	<p>a. Immediately report Member absenteeism and tardiness to Grantee.</p>

2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail

NOTE: This Scope of Service reflects activities and expenses approved for the duration of July 01, 2010 – June 30, 2011

RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>consistent between sites; earliest start time is 1:30 P.M. and end time 6:00P.M.</p>			
<p>I. Training a. Each Member must participate in 70 hours of training coordinated and/or presented by the Grantee.</p>	<p>a. The training curriculum must be reviewed and pre-approved by CAP Riverside. b. At minimum, <u>Grantee must ensure that each Member receives instructions in:</u> 1) Pre-service Orientation (4 hours); 2) Basic Mentoring and Tutoring (16 hours); 3) Site Orientation (3 hours); 4) American Red Cross certified First Aid / CPR (8 hours); 5) Basic Mediation (12 hours). c. Pre-service and Site Orientation, Basic Mentoring/Tutoring and First Aid/CPR training must occur prior to August 11, 2010 and prior to deployment of Members to their assigned sites. d. Mediation training must be provided by or prior approved by CAP Riverside and completed by November 30, 2010. e. The balance of training can take place during the monthly Member meetings or during scheduled workshops and conferences. Grantee must select on-going training from CAP Riverside approved workshop topics. f. Monthly 3-hour Member Meetings count towards training hours. Grantee must provide a team of three (3) Members for each of the following Title I / low-income community middle school sites:</p>	<p>a. Provide Grantee with a pre-service training and orientation schedule. b. Assist with pre-service and site orientation. c. Assist with on-going training opportunities. d. Provide 12 hours of Basic Mediation training to Members or ensure that appropriate training is provided.</p>	<p>a. Provide PRIME Time orientation for Grantee and Members. b. Conduct Site Orientation by August 11, 2010 for all Members. c. Assist Grantee with pre-service orientation and on-going training.</p>
<p>J. Deployment a. Member must be available to travel to and work at assigned site. b. The Grantee, CAP Riverside,</p>		<p>a. Assist Grantee with developing Member team rosters appropriate for each site.</p>	<p>a. Assist Grantee with developing Member team rosters appropriate for each site.</p>

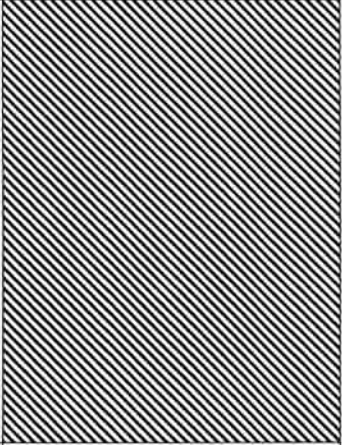
**2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail**

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RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>RUSD, NUSD, and AUSD together reserve the right to reassign Members to cover vacancies.</p>	<p>RUSD: 1) Central Middle School 2) Chemawa Middle School 3) Mathew Gage Middle School 4) Sierra Middle School; and 5) University Heights</p> <p>NUSD: 1) Mountain Shadow Middle School</p> <p>AUSD: 1) Loma Vista Middle School 2) Wells Middle School</p>		
<p>K. Supervision</p> <p>a. The Grantee is the Member's primary supervisor.</p> <p>b. Members will receive on-site instructions and assignments from the site supervisor.</p> <p>c. Members must attend monthly 3-hour Project L.E.A.D. Member Meetings with the Grantee.</p> <p>d. Member Meeting hours are credited to training hours.</p> <p>e. The purpose of the Member Meeting is to provide Members with program updates, on-going training, best practices, networking opportunities, etc.</p>	<p>a. Partner with each site to ensure on-site supervision of Members.</p> <p>b. Enforce Project L.E.A.D. Member Handbook requirements.</p> <p>c. Conduct a minimum of ten (10) mandatory 3-hour monthly Member Meetings between 9/01/10 – 6/15/11.</p> <p>d. Submit a calendar for the Member Meetings to the sites and CAP Riverside, RUSD, NUSD, and AUSD.</p> <p>e. Must meet monthly, one-on-one, with each Member to review hours, plans to complete program, and attendance/tardies.</p>	<p>a. Attend monthly Member Meetings to provide feedback, troubleshoot problems, and offer best practices.</p>	<p>a. Provide staffing coverage at the site for the day Members attend the monthly Member Meeting.</p>
II. SITE MANAGEMENT			
	<p>a. Grantee must assign a key staff person as the program liaison.</p>	<p>a. CAP Riverside must assign a key staff person as the program liaison.</p>	<p>a. Grantee must assign a key staff person as the program liaison.</p> <p>b. Designate a site supervisor at each site to provide supervision and training to</p>

**2010 - 2011 Project L.E.A.D. After School Program
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RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>A. On-Site Member Supervision</p>	<p>a. Ensure that Members wear the Project L.E.A.D. uniform and I.D. badge during service hours. b. Communicate weekly with site supervisor to highlight challenges and successes of Members.</p>	<p>a. Provide a picture identification badge for each Member.</p>	<p>Members during service hours. a. Ensure that Members wear the Project L.E.A.D. uniform and I.D. badge during service hours. b. Provide easy access and storage for the Member Daily Sign-in Book and verify and sign Member Time Logs. c. Hold regular staff meetings, that include Members, to: clarify weekly schedule and tasks, discuss program challenges and barriers, answer questions and concerns, share Members' successes, discuss program and/or school policy and procedural changes, and provide guidance and accountability.</p>
<p>B. Member Assignments a. Members cannot displace employees. b. Members must provide 1 hour tutoring and homework/academic assistance; 2 hours of program enrichment/service learning activities per direct service day.</p>	<p>a. Ensure that Members provide services as scheduled.</p>		<p>a. Assign Members to tutoring, mentoring, and enrichment activities. b. Provide on-site space, materials, and necessary equipment to accomplish activities assigned to Members. c. Assign mentoring, tutoring, and</p>

**2010 - 2011 Project L.E.A.D. After School Program
Attachment B - Scope of Service - Detail**

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RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
<p>C. Disciplinary Actions a. <u>Disciplinary actions are a collaborative decision between CAP Riverside, RUSD, NUSD, and AUSD, SITES, and the Grantee.</u> No one entity has the authority alone to take any disciplinary action against a Member.</p>	<p>a. Report all disciplinary incidents to CAP Riverside. b. Convene meeting with all partners present to discuss disciplinary incident and develop action plan.</p>	<p>a. Participate in meeting with all partners present to discuss disciplinary incident and develop action plan. b. Provide guidance.</p>	<p>enrichment activities for Members. a. Notify Grantee and CAP Riverside of any policy infractions. b. Site supervisors have the authority to remove from the site any Member who is endangering the welfare of a child or others. c. Participate in meeting with all partners present to discuss disciplinary incident and develop action plan.</p>
<p>D. Member Evaluations:</p>	<p>a. Ensure quarterly Member evaluations are conducted and submit a copy to CAP Riverside, RUSD, NUSD, and AUSD.</p>	<p>a. Ensure that a quarterly aggregated summary of Member evaluations is received.</p>	<p>a. Ensure that site supervisors submit a quarterly performance evaluation on each Member assigned to their site.</p>
III. GRANT MANAGEMENT			
<p>A. Partnerships</p>	<p>a. The Grantee must sign a Memorandum of Understanding (MOU) with RUSD, NUSD, and AUSD, and the eight (8) participating SITES to sustain the partnership.</p>	<p>a. Provide program manuals, administrative forms, and templates. b. Provide training and technical assistance to Grantee. c. Exchange information and enhance partnerships with the Grantee.</p>	<p>a. Designate a district level person to implement the program components and provide aggregated data for evaluation purposes.</p>
<p>B. Program Budget</p>	<p>a. Must ensure continuity for Project L.E.A.D.'s services and activities. b. Grantee must earmark award</p>	<p>a. All CSBG grant award payments to Grantee will come from CAP Riverside.</p>	<p>a. Provide in-kind support for fingerprinting, background checks,</p>

**2010 - 2011 Project L.E.A.D. After School Program
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RESPONSIBILITIES	GRANTEE	CAP RIVERSIDE	RUSD / NUSD / AUSD and SITES
	<p>dollars for the following specific budget line items (note: the balance of the award is to be used to administer the program with CAP approval):</p> <ul style="list-style-type: none"> ● Member Stipend: \$86,400 (24 Members x \$3,600 each) ● Mediation Training: \$1,500 (flat-rate for 24 Members) ● First Aid/CPR: \$1,128 (flat-rate for 24 Members) ● After School Supplies = \$2,000 ● Consumables = \$600 ● Training = \$600 	<p>b. Provide Education Award maximum \$1,200 per Member who successfully completes his/her term of service.</p>	<p>Tuberculosis testing, and PRIME Time T-shirts. b. Provide supplies for mentoring, tutoring, and enrichment activities.</p>
C. Program Evaluation	<p>a. Must attend Quarterly Project L.E.A.D. meeting with CAP Riverside, RUSD, NUSD, and AUSD to discuss program progress. b. Grantee must participate in minimum of one (1) site evaluation with CAP Riverside</p>	<p>a. <u>Must attend Quarterly Project L.E.A.D. meeting with Grantee, RUSD, NUSD, and AUSD to discuss program status.</u></p>	<p>a. Must attend Quarterly Project L.E.A.D. meeting with CAP Riverside and Grantee to discuss program status. b. Provide scheduled evaluation of Members.</p>
D. Program Reports	<p>a. Must submit monthly Program Progress reports, Fiscal Reports, and auditor's reports.</p>		

REIMBURSEMENT REQUEST

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

CAARC Voucher # _____

Today's Date: _____

Vendor #: _____

Amount Requested: _____

Contract #: _____

Billing Period: _____

Payable To: _____

Address: _____

Authorized Signature

Date

FISCAL USE ONLY

Accounting String : _____ **21050** _____ **5200100000** _____

Invoice Number: _____

Authorized Amount: _____

Adjustments: _____

Management Approval

Date

Contract Approval

Date

Purchase Order #

Date

Fiscal Approval

Date

CSBG

Community Action Partnership of Riverside County				
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				
Mandated P/R Taxes, Health Ins, Wrkrs Comp (Not to include Retirement or Life Ins)				
Personnel Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00
Direct Costs				
Direct Costs:Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs				
Indirect Costs Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BUDGET/EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00

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

Mailing Instructions:

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

CSBG REIMBURSEMENT REQUEST

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

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

CSBG CONTRACTOR EXPENDITURE REPORT FORM

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

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



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

Agency / Organization: _____

Project Name: _____

Report Month: _____ Date Submitted: _____

Prepared By: _____ Phone Contact: _____

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

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

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

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

1 Contractor Name:	<input type="text"/>	Contract #:	<input type="text"/>
Prepared By (print name/title):	<input type="text"/>	Report Period:	<input type="text"/>

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****	
	# of Persons	# Surveyed	
a. No Health insurance	<input type="text"/>	<input type="text"/>	
b. Disabled	<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% 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.
 **** The numbers reported under either column should not exceed the value of Section 2.

CSD 295 - Client Characteristics Report

Quick Check

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Retrieving the form:

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

Completing the CSD 295:

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

Printing the form for your records:

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

Submitting the forms:

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

CSD 295 –General Hints:

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

Section 1:

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

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

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

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

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

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

Section 6 – Gender:

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

Section 7—Age:

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

Section 8 – Ethnicity and Race:

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

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

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

Section 10 – Other Characteristics:

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

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

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

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

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

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

Section 11 – Family Type:

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

Section 12 – Family Size:

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

Section 13 – Source of Family Income:

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

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

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

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

Section 15 – Housing:

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

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

Section 16 – Other Family Characteristics:

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


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

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 Ymca of Riverside City & County		FEDERAL ID NUMBER 95-1644053
BY (Authorized Signature) 		DATE EXECUTED 6/13/10
PRINTED NAME AND TITLE OF PERSON SIGNING Jacquyn Fielder		TELEPHONE NUMBER (Include Area Code) (951) 689-9622
TITLE CEO		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 4020 Jefferson St. Riverside, CA 92504		

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: Community Services Block Grant

Period: July 1, 2010 through June 30, 2011

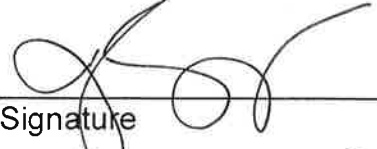
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 CEO

Agency/Organizations YMCA of Riverside City County Date 6/13/10

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

Program: Community Services Block Grant

Period: July 1, 2010 through June 30, 2011

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 CEO

YMCA of Riverside City & County
Agency/Organization _____ Date 6/13/10