X

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



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE: October 6, 2010

SUBJECT: Sole Source Agreement #CAP-10-035 with Community Investment Corporation

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

- Authorize the Chairman of the Board to sign the attached Sole Source Agreement #CAP-10-135 between Community Action Partnership of Riverside County (CAP Riverside) and Community Investment Corporation (CIC) to provide training, technical assistance, and coaching to small businesses and to administer the Low-Income Loan Program, not to exceed \$175,000 per year;
- 2. Direct the Auditor-Controller to adjust appropriations as identified in the attached Schedule A.
- 3. Authorize the Purchasing Agent to sign ministerial amendments and exercise the option to renew annually up to two (2) additional one-year periods for a total of three years; and
- 4. Authorize the Executive Director of CAP Riverside to administer the agreement.

	ROBERT E. BYRD	AUDITOR-CONTROLLER	TO F	= cere	4000	
KIPNISO	BY Samuel M	hor 10/7/10_	Lois J. Carson, C	CCAP, Executive	Director	
E	SAMUEL WONG					
	CINIANICIAL	Current F.Y. Total Cost:	\$ 175,000	In Current Year E		No
	FINANCIAL DATA	Current F.Y. Net County Cost:	\$ 0	Budget Adjustme	ent:	Yes
		Annual Net County Cost:	\$ 0	For Fiscal Year:		10/11
NEAL	SOURCE OF FUNDS: 100% Federal				Positions To Be Deleted Per A-30	·
			A Thin the Company of the Company		Requires 4/5 Vote	
	C.E.O. RECOM	MENDATION:	APPROVE			
Policy			By a Lilu Debra C	a Columbye Cournoyer		
፵	County Execut	ive Office Signature				
Z						

### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

FISCAL PROCEDURES APPROVED

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None

Absent:

None

Date:

October 19, 2010

XC:

CAP, Purchasing, EO, Auditor

Kecia Harper-Ihem Clerk of the Board

Deputy

Q

Prev. Agn. Ref.: 11/6/01 (3.36)

District: All

Agenda Number:

FROM:

**CAP Riverside** 

DATE: October 6, 2010

SUBJECT:

Sole Source Agreement #CAP-10-035

**PAGE:** 2 of 3

with Community Investment Corporation

#### **BACKGROUND:**

CAP Riverside promotes and supports programs designed to address the need for access to financial services, education and development credit in disadvantaged communities. CAP Riverside has developed two (2) program approaches to address these needs: 1) Small Business Development and 2) Loans to Working Poor Individuals and Families.

As the only CDFI in Riverside County, CIC is able to leverage their capital and credit to assist business development by providing training, technical assistance and coaching, to purchase housing (first time homebuyers), create and retain jobs, and to meet credit needs not addressed by traditional financial institutions. CIC is also experienced in providing loans to working poor individuals to facilitate economic self-sufficiency, including screening and processing of applications, providing financial education, counseling and collections.

**FINANCIAL IMPACT:** No County General Funds will be required. \$155,000 was previously budgeted through the normal budget process. \$20,000 was Federal funds received in previous years and closed out to our fund balance in prior years.

LJC:MYJ:KA;jb

FROM:

**CAP Riverside** 

DATE: October 6, 2010

SUBJECT:

Sole Source Agreement #CAP-10-035

with Community Investment Corporation

**PAGE:** 3 of 3

#### **SCHEDULE A**

Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2010/2011

**INCREASE IN APPROPRIATIONS:** 

CAARC-21050-5200300000-536240

Other Contract Agencies

\$20,000

**EXPECTED OFFSET** 

CAARC-21050-5200300000-325100

**Unreserved Fund Balance** 

\$20,000

DATE:

September 8, 2010

TO:

**Board of Supervisors** 

VIA:

**Purchasing Agent** 

FROM:

Lois J. Carson, CCAP

**Executive Director** 

**DEPARTMENT:** 

Community Action Partnership of Riverside County

**SUBJECT:** Request for Sole Source Procurement

#### **Supply/Service requested:**

Training, technical assistance and coaching to develop small businesses and administration of Low-Income Loan Program.

#### Supplier being requested:

Community Investment Corporation (CIC)

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

None known

#### **Extent of market search conducted:**

CIC is a private not-for-profit community development financial intermediary created to address the need for access to financial services and development credit in disadvantaged communities. CIC is the only Community Development Financial Institute (CDFI) in Riverside County and the Inland Empire providing these services. Currently, CIC provides training, technical assistance and coaching to develop small businesses under CAP Riverside's Community Services Block Grant – American Recovery and Reinvestment Act of 2009 under a sole source contract.

CAP Riverside had contacted several financial institutions and trade associations to assess their feasibility for administering micro enterprise loans and individual loans. Findings revealed that standard loan institutions could not meet CAP Riverside's client base using their current lending guidelines and were not interested in servicing these types of loans. In 2004, an extensive RFP was conducted to identify potential organizations / businesses to administer CAP Riversides Low-Income Loan Program. CIC was the only responding organization to the RFP.

With the current economic downfall, the need for these types of services is even greater. CIC is experienced in providing small business development and administering loans to individuals/families including screening and processing of applications, providing financial education, and collections.

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

CAP Riverside promotes and supports programs designed to address the need for access to financial services, education and development credit in disadvantaged communities. CAP Riverside has developed two (2) program approaches to address these needs: 1) Small Business Development, and 2) Loans to Working Poor Individuals/families. As the only CDFI in Riverside County, CIC is able to leverage their capital and credit to assist business development and to purchase housing (first time home

buyers), create and retain jobs, and to meet credit needs not addressed by traditional financial institutions. CIC is also experienced in providing loans to working poor individuals including screening and processing of applications, providing financial education, counseling and collections.

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

CIC, the only CDFI in Riverside County and the Inland Empire, was created to address the need for access to financial services and development in disadvantaged communities. CIC utilizes its capital and credit to assist business development and to purchase housing (first time home buyers), create and retain jobs, and to meet credit needs not addressed by traditional financial institutions in Riverside County. CAP Riverside desires to fund CIC to provide training, technical assistance and coaching to continue developing small businesses in Riverside County and to administer a loan program to enable working poor families to borrow unsecured funds to address personal needs that will facilitate economic self-sufficiency. Benefits include addressing the short-term and long-term economic and employment needs of individuals, families, and communities in Riverside County with special attention to creating and sustaining economic growth and employment opportunities.

#### **Price Reasonableness:**

Total Budget - \$175,000

- \$135,000 to support, maintain, and expand the existing program and include the
  administering the Low-Income Loan Program. Funding includes one (1) Manager
  position and one (1) Support Staff position to provide training, technical assistance, and
  coaching to small businesses.
- \$40,000 in Loan Capital for the Low-Income Loan Program

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

No

Department Head Signature

Date

**Purchasing Department comments:** 

Approve Approve with Condition/s

Disapprove

9-15-10

Purchasing Agent Signature

Date

# **Community Action Partnership of Riverside County**

2038 Iowa Avenue, Suite B-102 Riverside, CA 92507

PROFESSIONAL SERVICES AGREEMENT:

CAP-10-035

CONTRACTOR:

Community Investment Corporation

CONTRACT TERM:

October 1, 2010 through September 30, 2011

MAXIMUM REIMBURSABLE AMOUNT:

\$175,000

**WHEREAS**, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to provide training and technical assistance to develop small businesses and provide services for the Low-Income Loan Program;

WHEREAS, Community Investment Corporation is qualified to provide training and technical assistance to develop small businesses and administer the Low-Income Loan Program;

WHEREAS, CAP Riverside desires Community Investment Corporation 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: Printed Name of Person Signing: KECK TARFERTE Marion Ashley Gabriela Campos Title: Chairman, Board of Supervisors Administrative Manager Address: Address: 4080 Lemon Street PO Box 1454 8 Riverside, CA 92501 Riverside, CA 92502 Date Signed: Date Signed: 27/10. OCT 1 9 2010

# Community Investment Corporation PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

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#### **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. The CONTRACTOR shall provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachment A) and the Low-Income Loan Program Guidelines (Attachment B). Attachment A and B are attached hereto and incorporated herein by this reference.

#### III. FISCAL PROVISIONS

#### A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$175,000

#### **B. LINE ITEM BUDGET**

Personnel: Salaries/Wages/Benefits	\$99,112
Direct Program Costs	\$31,424
Indirect Costs	\$4,464
Low-Income Loan Capital	\$40,000
Total Grant:	\$175,000

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

- 1. CAP Riverside will provide the Contractor with the initial \$40,000 Loan Capital, which will be held in a separate account in a bank the Contractor utilizes.
- 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.

#### D. ADVANCE PAYMENT

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

#### E. RECORDS, INSPECTIONS, AND AUDITS

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

- 1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- 2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.
- 3. Should the CONTRACTOR disagree with any audit conducted by CAP Riverside, the CONTRACTOR shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP Riverside a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The CONTRACTOR shall not be reimbursed by CAP Riverside for such an audit.
- 4. In the event the CONTRACTOR does not make available its books and financial records at the location where they are normally maintained, the CONTRACTOR agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP Riverside in conducting such an audit.
- 5. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- 6. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

#### F. SUPPLANTATION

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

#### G. DISALLOWANCE

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

#### H. FINANCIAL RESOURCES

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

#### I. AVAILABILITY OF FUNDING

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

#### IV. GENERAL PROVISIONS

#### A. EFFECTIVE PERIOD

This Agreement is effective October 1, 2010 through September 30, 2011. The contract period shall be renewable in one (1) year increments for a maximum total of three (3) years. The County of Riverside is not obligated to purchase any specified amount of services.

#### **B. CONFLICT OF INTEREST**

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

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

#### C. NOTICES

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

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

CONTRACTOR: Community Investment Corporation

PO Box 1454 Riverside, CA 92502 Attention: Gabriela Campos (951) 782-8598

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 <a href="https://www.csd.ca.gov">www.csd.ca.gov</a>.

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 <a href="https://www.csd.ca.gov">www.csd.ca.gov</a>.

#### G. CHILD SUPPORT COMPLIANCE ACT

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

 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

- 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

- 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. BONDING

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons handling funds received or disbursements made hereunder are covered by a fidelity bond of twenty-five (25%) of the maximum agreement amount or \$100,000, whichever is less. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is cancelled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure CAP RIVERSIDE of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

#### N. 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.

#### O. 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.

#### P. 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.

#### Q. 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
<b>E</b>	CSBG Programmatic Data Client Characteristic Report (CSD 295-CCR)	5th day of each month

# R. 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.

#### S. 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.

#### T. 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

# U. 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

#### V. 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.

#### W. 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.

#### X. 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.

#### Y. 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.

#### Z. 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.

#### AA. 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.

#### SCOPE OF WORK

#### Training and Technical Assistance

Community Investment Corporation (CIC), is the only Community Development Financial Institute (CDFI) in Riverside County created by CAP Riverside to provide micro-loans to developing businesses and low-income family loans. CAP Riverside will provide funding to support/maintain/expand the program, including funding of one (1) Manager position and one (1) Support Staff position to provide training, technical assistance, and coaching to small businesses.

Geographic Area(s) of Service: County-Wide

#### Program Outcome(s)

1. 1 of 2 (50%) participants will increase their income by retaining a job for 12 months or longer by the end of the contract term.

#### Program Output(s)

- 30 small businesses will receive training and technical assistance.
- 2. 5 small businesses will receive coaching and mentoring

#### Low-Income Loan Program

#### INTRODUCTION:

The Low-Income Loan Program, in existence since 1986, is designed to provide loans to low-income working poor in Riverside County. The Program promotes strengthening of the family, encourages self-sufficiency and provides families with an opportunity to build a favorable credit history which can be used when applying for future loans. The Low-Income Loan Program is not intended to pay off old debts.

The program provides loans ranging from \$500 to \$1,500 for use in one of two ways:

1. Family Loans: Provides loans to help meet, in limited ways, the health and safety needs of families with children.

#### Examples:

- Purchase or repair of a vehicle that is used for employment.
- ◆ Purchase or repair of major appliances for critical needs of the family (e.g. refrigerator, washer, conditioner, etc) dryer, stove, air
- ◆ Limited types of home repairs (e.g. roof repairs, wheel chair ramps, etc.)
- 2. <u>Cottage Industry Loans</u>: Provides loans to individuals seeking to create or expand limited types of micro-businesses, such as the creation of a daycare provider business in Riverside County.

#### Examples:

- ◆ Purchase of City or County permits required for operation of an in-home business
- ◆ Expansion of an existing business, (e.g. purchase of products, services, materials, or equipment necessary for operation, etc.)

#### Contractor is responsible for the following:

- 1. Develop loan approval criteria for CAP Riverside.
- 2. Market and outreach the Low-Income Loan Program throughout Riverside County, primarily targeting Individual Development Account and Project B.L.I.S.S. (Building Links Impacts Self-Sufficiency) participants.
- 3. Accept applications from individuals for financing per program guidelines.
- 4. Process applications.
- 5. Apply CAP Riverside approval/declination guidelines.
- 6. Monitor, service, and collect loans. Must maintain a minimum 50% collection rate.
- 7. Provide portfolio management/ mentoring and coaching to participants during all phases of participation in the program.
- 8. After a 50% collection rate has been obtained, re-lend collected loan payments.
- 9. Prepare and submit required reports in a timely manner.



# COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY

# LOW-INCOME LOAN PROGRAM GUIDELINES

#### I. INTRODUCTION

The LOW-INCOME LOAN PROGRAM, administered through Community Action Partnership of Riverside County (CAP Riverside) since 1986, is designed to provide loans to low-income working poor in Riverside County. The program promotes strengthening of the family, encourages self-sufficiency and provides families with an opportunity to build a favorable credit history which can be used when applying for future loans. The Low-Income Loan Program is not intended to pay old debts.

The program provides loans ranging from \$500 to \$1,500 to families to use for certain identified activities. Loan amounts may be adjusted with CAP Riverside approval. Loans are categorized into the following eligible types of loans:

#### A. Types of Loans

Family Loan: Provides loans to help meet, in limited ways, the health and safety needs of families with children.

#### Examples:

- Purchase or repair of vehicle that is used for employment.
- Purchase or repair of major appliances for critical needs of the family (e.g. refrigerator, washer, dryer, stove, air conditioning, etc.).
- Limited types of home repairs (e.g. roofs, wheel chair ramps, etc.).

**Cottage Industry Loan:** Provides loans to individuals seeking to create or expand limited types of micro-business in the home, such as the creation of a daycare business in Riverside County.

#### Examples:

- Purchase City or County permits required for operation of an in-home business.
- Expansion of an existing business, (e.g. purchase of products, services, materials, or equipment necessary for operation, etc.).

#### B. Contractor Responsibilities

Contractor is responsible for the following:

- 1. Develop loan approval criteria for CAP Riverside.
- 2. Market and outreach the Low-Income Loan Program throughout Riverside County.
- 3. Accept applications from individuals for financing per program guidelines.
- 4. Process applications.
- 5. Apply CAP Riverside approval/declination guide lines.
- 6. Monitor, service, and collect loans. Must maintain a minimum 50% collection rate.
- 7. Provide portfolio management/ mentoring and coaching to participants during all phases of participation in the program.
- 8. After a 50% collection rate has been obtained, re-lend collected loan payments.
- 9. Prepare and submit required reports in a timely manner.

#### C. Program Requirements:

- Applications are obtained from the contractor or designated sources.
- Contractor shall receive referrals from CAP Riverside and various community-based organizations.
- Loan processing, from receipt of an application to actual loan funding, is approximately 30 days.
- Laws of Confidentiality shall be observed at all times.

#### II. ELIGIBILITY CRITERIA

All applicants must meet the following eligibility criteria:

- Low-Income Loans cannot be used to pay for old debts.
- All applicants will be subject to a credit investigation and the credit report will be used as criteria for loan approval.
- Applicants with bad check writing history or poor credit shall not be eligible under the Low-Income Loan Program.
- Employees, board members, or their relatives, are not eligible to apply for loans under the Low-Income Loan Program.

#### A. Family Loan:

- Must have established residency in Riverside County for 6 months prior to application and must provide evidence of such (i.e. rental agreement, mortgage statement, etc.)
- Must be currently employed a minimum of 6 consecutive months and must provide proof of such.
- Must not exceed 200% of the current poverty guidelines issued by the Federal Office of Management and Budget. (Attachment A)

#### B Cottage Industry Loan:

- Must have established residency in Riverside County for 6 months and must provide evidence of such (i.e. rental agreement, mortgage, etc.)
- Must be currently employed a minimum of 6 months and must provide proof of such.
- Must not exceed 200% of the current poverty guidelines as issued by the Federal Office of Management & Budget. (Attachment A).

#### III. DOCUMENTATION REQUIREMENTS

#### A. Family Loan

### Low-Income Loan Program

All applicants must provide the following:

- Completed loan application, with appropriate signatures, including signed Consent to Gather Confidential Information and Employment Verification Form (Attachment B).
- Proof of residency in Riverside County for the past 6 months (i.e. rental agreement, mortgage loan statement, utility bill, etc.).
- Proof of Citizenship/ Legal Residency (i.e. birth certificate, U.S. passport, certificate of naturalization, certificate of citizenship, green card, etc).
- A copy of photo identification (State of California).
- Proof of current employment for 6 consecutive months:
- Most current payroll check stubs totaling one (1) month.
- A copy of the most recent Federal Tax Reporting Forms (1040 or 1040 A).
- Credit Report.

#### B. Cottage Industry Loan

All applicants must provide the following

- Completed loan application, with appropriate signatures, including signed Consent to Gather Confidential Information and Employment Verification Form (Attachment B).
- Proof of residency in Riverside County for the past 6 months (i.e. rental agreement, mortgage loan statement, utility bill etc.).
- Proof of Citizenship/ Legal Residency (i.e. birth certificate, U.S. passport, certificate of naturalization, certificate of Citizenship, green card, etc.).
- Copy of photo identification (State of California).
- Most current payroll check stubs totaling one (1) month.
- Copy of the most recent Federal Tax Reporting Forms (1040, 1040A or Schedule C-Profit or Loss from a Business or Profession).
- Credit Report.
- Name of business.
- Number of years licensed in business.
- Proposed budget sheet (including net operating revenues and expenses for business).

#### IV. APPLICATION PROCESS

#### A. Application Review:

- Applications shall be received and date stamped by Contractor.
- Applications shall be reviewed by Contractor for completeness.
- Incomplete applications shall be returned to the applicant via cover letter from Contractor with an explanation of the deficiencies. (Attachment C). When possible, applicants shall be contacted by telephone to discuss areas of deficiency.
- Completed applications shall be prioritized by date of request and forwarded for action.
- Loan Applicants shall be interviewed as part of the approval process.

#### B. Application Denial/Approved:

- Denied Applications- Contractor shall notify applicants in writing of the reason(s) for denial of their loan application (Attachment D).
- Approved Applications-Contractor shall notify the applicants in writing of the approval
  of their loan. Contractor shall forward a complete loan package to applicant, including:
  - ✓ Letter of Introduction
  - ✓ California Fair Lending Notice
  - Applicant Authorization for Disclosure of Confidential Information.
- Upon receipt of completed loan package from applicant, Contractor shall prepare and forward to applicant loan documents within Five (5) days of receipt of the loan package utilizing the following criteria:
  - Payments on loan shall be equal monthly installments.
  - Contractor shall use standard bank loan documentation and loan check amount shall be the same as on the loan tracking form.
  - ✓ Loan agreement shall include the borrower's and lender's signatures.

#### V. LOAN COLLECTION

#### A. Payment Collection Process:

Loans will be collected according to the terms of the loan agreement.

Notices of past due payments will contain an offer of assistance in the language appropriate to the applicant. 30, 60 and 90 day notices will be issued for delinquent payments.

Payments of less than the contract amount may be accepted from borrowers if they are unable to make the scheduled amount. The final payment date will be considered to be continued until Note is paid in full.

When a revised repayment plan has been negotiated by CIC, a Revised Negotiation Loan Contract (Attachment E) will be completed on the recipient.

A Small Claims Filing will be completed following 120 days delinquent at the direction of CAP Riverside when assets of the borrower are sufficient to collect the Claim and recover the costs incurred by CIC.

#### B. Delinquent Loan Payment:

The maximum payment term of the loan shall be 18 months.

- No late fees or interest rates shall be charged on loan payments.
- CAP Riverside shall be informed of delinquent loan activity via an individual loan Activity Report provided by contractor monthly.
- Delinquency reports shall be reconciled on a monthly basis with contractor's loan recipient account records, end-of-month bank statements, and monthly bank reports.

#### VI. LOAN FILE SET-UP

To ensure confidentiality, all loan applications (Approved & Denied) must be maintained in individual files in a secure location.

Each file must contain the following information and shall be organized in the following manner:

#### **Left Hand Side**

Conversation/Contact Log

Collection Notices

Payment Tracking Spreadsheet

Revised Loan Agreements (if applicable)

Copies of checks or receipts of payment made

#### Right Hand Side

Application Package/Signatures Notice of Loan Approval/Denial

1040 pay stubs

Copy of Check disbursement

#### VII. REPORTING REQUIRMENTS

A. Report Name:	Loan Activity Report
-----------------	----------------------

Purpose:

The spreadsheet report shall include the loan amount and balance due

for each loan.

Frequency: Monthly (Due on or before the 10th of every month)

B. Report Name: Bank Statements with Deposits Made

Purpose: The total amount collected during the month shall reflect

the deposit amount in the bank statement.

Frequency: Monthly (Due on or before the 10th of every month)

C. Report Name: Contractor Payment Request (Forms 2076 A&B)

Purpose: The contractor shall use these forms to bill CAP Riverside for allowable

expenses. Support documentation must be attached.

Frequency: Monthly (Due on or before the 10th of every month)

D. Report Name:

Program Performance Report (PPR)

Purpose: The narrative report shall include information regarding the status of

the program objectives, challenges, outreach activities, training and

technical assistance.

Frequency: Monthly (Due on or before the 10th of every month)

E. Report Name: Client Characteristic Report (CSD 295-CCR)

Purpose: Reports demographic data of the clients served.

Frequency: Quarterly (Due on or before the 10<sup>th</sup> of the month following the end of

each quarter).

#### ATTACHMENT A

# 2010 Poverty Guidelines (100%)

Annual Income
100% of Federal Poverty Guidelines
\$10,830
14,570
18,310
22,050
25,790
29,530
33,270
37,010

<sup>\*</sup>For each additional person, add \$3,740

Federal Register, April 5, 2010



#### COMMUNITY INVESTMENT CORPORATION LOW-INCOME LOAN PROGRAM

# APPLICATION CHECKLIST

IN ORDER TO BE CONSIDERED FOR FUNDING UNDER THE LOW-INCOME LOAN PROGRAM, THE FOLLOWING INFORMATION MUST BE INCLUDED AT THE TIME OF SUBMITTAL OF YOUR APPLICATION. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN DENIAL OF YOUR APPLICATION.

Please return this form with your application and requested documents:

# FAMILY LOAN REQUIREMENTS

<del></del>	Completed and signed application.
	Copy of photo ID (State of California).
	Proof of Residency (i.e., this may consist of a copy of your rental agreement, mortgage papers, utility bill, etc.) Minimum 6 months residency.
	Proof of employment consisting of Employment Verification Form (see Attachment E). (Minimum 6 months employment history).
	Signed employment verification form
	Most current 30 days employment pay stubs.
	Copy of most recent Federal Tax Reporting Forms (1040 or 1040A)
	Signed Consent to Gather Confidential Information Form
	\$25.00 Credit Report Fee
	Monthly expense form
	Other:



# COMMUNITY INVESTMENT CORPORATION LOW-INCOME LOAN PROGRAM

Cottage Industry Loan\_\_\_\_

# ATTACHMENT B COMMUNITY INVESTMENT CORPORATION LOW INCOME LOAN PROGRAM

Family Loan\_\_\_\_

Applic	ant Info	rmation							
Describe the purpose of	your requ	est for this	loan.			<del></del>			
Amount Requested		·			Sour	ce of l	Repayment		
	al Infori	mation							
Applicant Name (PRINT)					Spou	se Na	me ( <u>PRINT)</u>		
Home Address:					Ц		Lanath	. £ 4:	-1
							Length of Current		
Mailing Address if Diffe	rent:						Carrent	, taures	
Home Phone Number (									
Work Phone Number (	)						ant Social Security		
Date of Birth:		Driver's	license	Number		spouse	Social Security N		
		Or Legal					Da	piratioi	n
Name & Address of Emp	oloyer(s):		T			<del></del>		···	
Position:			Leng	th of Emplo	wment.				
Total Monthly Income:				un or Emplo	yment.				
Monthly Rent/Mortgage	Payment:		<u> </u>				Total Monthly	Expen	ICAC.
								Dapen	
Persona	ıl Liabili	ities-Use a	dditio	nal sheet of	paper	if nec	essary.		
Personal Bank Name	Accoun	t Number		Monthly Pa			Current Balance	<del></del>	Name on Account
					<del></del>				
							<u> </u>		
Other Sources of Income									
				***************************************					
Th.									
Account Name	l Refere		1						
- recount rame	A	Account Nur	mber		Curre	nt Che	ecking Balance	Nam	ne on Account/Loan
								-	
					<u></u>	<del></del>			



# COMMUNITY INVESTMENT CORPORATION LOW-INCOME LOAN PROGRAM

#### ATTACHMENT B

# COMMUNITY INVESTMENT CORPORATION

# LOW-INCOME LOAN MONTHLY EXPENSE FORM

	Family Loan	Cottage Industry Loan _	
<u>Month</u>	ly Expenses/Fixed	Present	Adjusted
A.	Rent/Mortgage (Income Property Taxes)		
B.	Utilities 1. Electric	·	
	2. Gas		-
	3. Water/sewer	· ·	
	4. Telephone		
	5. Cable		
C.	Insurance		·
D.	Childcare		
E.	Alimony/Child Support		
F.	Car Payment		
G.	Other Non Fixed Monthly		
H.	Credit Cards 1.	Current Balance	Monthly Payment
	2.	· · · · · · · · · · · · · · · · · · ·	
	3		<u> </u>
Total Fixed &	Non Fixed Expenses	-	
I UNDERSTAN DENIAL OF KNOWLEDGE	ND THAT FALSIFICTION OF INFORMATION MY APPLICATION. I DECLARE THAT TH	CONTAINED IN THIS AF IIS IS TRUE AND COF	PPLICATION WILL RESULT IN A RRECT TO THE BEST OF MY
(Applica	nt's Signature)	(Date)	



# COMMUNITY INVESTMENT CORPORATION LOW-INCOME LOAN PROGRAM

#### ATTACHMENT B

### COMMUNITY INVESTMENT CORPORATION

### EMPLOYMENT VERIFICATION FORM

I,	, agre	ee to have my employment verified by the
(PRINT) Riverside County Communit		odina na odina Luk
eligibility in the Low-Income	y investment Corpora e Loan Program Tund	ation as stipulation for program
provided on my current empl	oyment will be held i	in strict confidence and be used only
to qualify my application to r	eceive a loan under t	he Low-income Loan Program.
		-
Signature		Date
Dear Employer:		
The person named above has a	thonized this many at C	
application for financial assistant employment status.	nce. Please provide the	or employment information in order to process an following information on the person's current
Employer Name:		
Supervisor's Name:		
Salary (Monthly Gross):	•	
Full Time:	Part Time:	
Length of Employment:		
Name of Person Completing form:		
, ,	(Name) Print	(Title) Print
	(Signature)	(Date)
CIC Staff Representative Verified By:		
	(Signature)	(Date)



### COMMUNITY INVESTMENT CORPORATION LOW-INCOME LOAN PROGRAM

#### ATTACHMENT B

# COMMUNITY INVESTMENT CORPORATION

# CONSENT TO GATHER CONFIDENTIAL INFORMATION

employment, income, credit history, residency, companies, or firms holding or having access to defamation, violation or penalty, or otherwise again	do hereby authorize the Community verside), or its designated agents to request and obtain ility for the Low-Income Loan Program including, and any personal information from all persons, such information. I/we agree to have no claim for inst any statement or information released by them to am. The term of this authorization shall commence on
Applicant Signature	Spouse Signature
Address	Address
City Zip	City Zip
Date	Date



#### COMMUNITY INVESTMENT CORPORATION LOW-INCOME LOAN PROGRAM

#### ATTACHMENT B

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract): because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

By signing below, you represent and warrant the following:

Community Action Partnership of Riverside County (CAP Riverside), or its designated agents, may rely on all of the information provided by you on this and other documents signed by you as being complete, true and correct. You are aware that submitting false information may be punishable under Section 1014 of Title of 18 of the United States Code, Section 1572 of the California Civil Code and Section 779 of the Financial Code.

The foregoing information shall be your continuing representation until and unless you advise CAP Riverside of material changes, and you will immediately so advise CAP Riverside of any adverse changes in your loan or financial condition.

CAP Riverside shall have the continuing right to verify any of the foregoing information, including the right to inquire about the individual's credit rating and credit condition.

The signer(s) authorize CAP Riverside to obtain consumer reports, including the right to inquiries to the Internal Revenue or the Franchise Tax board, in their names as individuals at any time.

CAP Riverside is authorized to respond to inquiries from other creditors and disclose the nature and status of your credit with CAP Riverside.

CAP Riverside is a Public County Agency. This Application and any supporting information, are simply tools to investigate an applicant's credit worthiness and do not imply an automatic extension of credit.

I/WE HEREBY authorize CAP Riverside and Riverside County Community Investment Corporation to exchange information regarding my Loan Application.

APPLICANT NAME	APPLICANT NAME
APPLICANT/AUTHORIZED SIGNATURE	APPLICANT/AUTHORIZED SIGNATURE
DATE	DATE

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY 2038 Iowa Avenue, Suite B-102 Riverside, CA 92507

If your application for credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Community Action Partnership of Riverside County at 2038 IOWA Avenue, Suite B-102, Riverside, CA 92507 or call (951) 955-4900 within 60 days from the date you are notified of a decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

#### Notice:

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applications on the basis of Race, Creed or Color.

#### **ATTACHMENT C**

# NOTICE OF INCOMPLETE APPLICATION

(Type on contractor's Letterhead)

Date:
APPLICANT'S NAME Address 1 Address 2 City, state, Zip
Dear,
The purpose of this letter is to advise you that your application for the Low-Income Loan Program has been reviewed and is found to be incomplete. Please submit the following additional information as soon as possible:  LIST INFORMATION MISSING
Because your application is missing critical information, I am unable to process your application at this time. If you have any questions regarding this request, feel free to contact me directly at ( )
Respectfully,
Contractor
Executive Director
cc. Loan Analyst

#### **ATTACHMENT D**

#### **DENIAL LETTER**

(Type on contractor's Letterhead)

Date:
BORROWER'S NAME Address 1 Address 2 City, state, Zip
Dear,
Your application for assistance from the Low-Income Loan Program has been denied for the following reason (s):
STATE REASON(S) DENIED
Should your situation change in the future, you can reapply for the Low-Income Loan fund and consideration will be given to your application at that time.
Respectfully,
Contractor
Executive Director
cc. Loan Analyst

#### **ATTACHMENT E**

(Revised Negotiation Loan Contract) Borrower's Name Address\_\_\_\_ Re: Loan No.\_\_\_\_\_ Dear Mr. Mrs.\_\_\_\_ Thank you for acknowledging the outstanding balance on your <YEAR> Loan from Community Investment Corporation. Per our conversation with reference to the repayment of the outstanding loan balance of \$\_\_\_\_\_ a revised loan contract has been attached for your signature. Please sign and return the contract. We will then sign and mail a fully executed copy to you. Please make all payments payable to: **Community Investment Corporation** (Insert Address) If at any time you should have any question or concerns, please feel free to contact Community Investment Corporation at (951) (Insert). Sincerely, **Executive Director** 

**Community Investment Corporation** 

## **CSBG**

	REIMBURSEMEI	NT REQUEST		
Remit to: Community Action Partnership Attn: Fiscal Department 2038 Iowa Avenue, Suite B102		CAARC Voucher#		
Riverside, CA 92507				
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 Rivers	ide County					
CONTRACTOR EXPENDITURE REPORT		·				
CONTRACTOR:			Contract #	Contract #		
REPORT MONTH:			<u></u>			
		MONTHLY	CUMULATIVE			
·	APPROVED	EXPENDITURES	EXPENDITURES	UNEXPENDED		
EXPENSE CATEGORY	BUDGETED AMOUNT	BILLABLE AMOUNT		BALANCE		
List each line Item as outlined in contract	AMOUNT					
budget.		<del></del>				
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		
		77.00	\$0.00	Ψ0.00		
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.			
IN	IDICATORS ACHIEVED TO DATE		
Indicate		# Completed This Report Period	# Completed Contract Start to Date (aggregate)
1.			(*55-5)
2.			·
0.			
	PROGRAM OUTCOME NO. 2		
2.			
IN	DICATORS ACHIEVED TO DATE		
Indicate	or	# Completed This Report Period	# Completed Contract Start to Date (aggregate)
1.		1 0.100	to Bate (aggregate)
2.			
3.	-		
PROGRAM OUTCOME(S): ((use a A. What accomplishments have you from the previous reporting more).	ou made in meeting your program	outcomes? [In	clude any challenge
D Mhat autoomaa ama mat	10.11		

- B. What outcomes are <u>not</u> 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 <u>not</u> 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. <u>DESCRIBE PARTICIPANTS' SUCCESS STORIES</u>

Department of Community Services and Development CSBG Programmatic Data-Client Characteristic Report Annual CSD 295-CCR (Rev. 1/2008)

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

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

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

Community	Action Agency.	stered by the designated
Yellow Highlighted Sections represent demographics collected	on INDIVIDUALS	
2 Total unduplicated number of persons about whom one or more		
3 Total unduplicated number of persons about whom no characte	ristics were obtained	
Blue Highlighted Sections represent demographics collected of		
4 Total unduplicated number of families about whom one or more		
5 Total unduplicated number of families about whom no characte	ristics were obtained	
6. Gender Number of Persons*		Number of Families ***
a. Male	a. One	
b. Female *Total	b. Two	it :
7. Age Number of Persons*	c. Three d. Four	
a. 0-5	e. Five	
b. 6-11	f. Six	
c. 12-17	g. Seven	
d. 18-23 e. 24-44 Sum of 7e	h. Eight or more	
e. 24-44 Sum of 7e f. 45-54 thru 7h =	(42 Same 45 1)	
g. 55-69	a. Unduplicated # of Family Income	Number of Families
h. 70+	Reporting One or More Source	S
*Total	of Income***	
8. Ethnicity/Race	b. Unduplicated # of Families	4.4 (1)
I. Ethnicity	Reporting No Income	
a. Hispanic or Latino b. Not Hispanic or Latino	Total UNDUP Families who responded	
*Total	as either having a source of incom	9
II. Race	or having no income Record the sources of each family in	
a. White	above:	come as reported in 15a
b. African American	c. TANF	
c. Native American and	d. ஆட்ட்SSI இரு மாலி சிரும் கி.ஆ.ர	
Alaskan Native d. Asian	e. Social Security	
e. Native Hawaiian	f. Pension	
and Other Pacific Islander	General Assistance     h. Unemployment insurance	
f. Other	i. Employment + other source	*:
g. Multi-Race (any 2 or	j. Employment only	
more of the above)	K. Other:	
*Total		THE HALLSON
9. Education Level of Adults Number of Persons 24+**	14. Level of Family Income % of HHS guideline	Number of Families ***
a. 0-8 b. 9-12/non-graduate	a. Up to 50%	
c. High sch. Grad./GED	b. 51% to 75%	
d. 12+ some post secondary	c. 76% to 100% d. 101% to 125%	
e. 2 or 4 yr. College graduates	e 126% to 150%	
**Total	f. 151% and over	
10. Other Characteristics Number of Persons****	. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.	10409
# of Persons # Surveyed a. No Health insurance	15. Housing 200	Number of Families ***
b. Disabled	_ a. Own b. Rent i	
1. Family Type Number of Families***	c. Homeless	
a. Single parent/female	d. Other	
b. Single parent/male	A STATE OF THE STA	No. Cont.
c. Two-parent household d. Single person	16. Other family characteristics	Number of Families***
e. Two adults - no children	a. Farmer b. Migrant Farmworker	(A)
f. Other	b. Migrant Farmworker c. Seasonal Farmworker	
***Total	- Control of the cont	
* 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	- <b>h</b> .	
<ul> <li>The sum in this category should not exceed the value of Section 4.</li> <li>The numbers reported under either column should not exceed the value.</li> </ul>		
	alue of Section 2.	그렇게 속된 것이 된 다음을 하면 하나 하다는 것이다. 그래?

## GSD 295 - Glient Characteristics Report Qualicies Characteristics Report

### ✓ 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? <u>It should not be.</u>
  - ❖ 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 <u>all</u> 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 <u>www.csd.ca.gov</u>
- 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 <u>not</u> 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:
  - o 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 <u>CSBGReports@csd.ca.gov</u> 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 <u>CSBGReports@csd.ca.gov</u>.

#### 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 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.
  - Vitem 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.
  - ✓ <u>Item 13b: Unduplicated # of Families Reporting No Income:</u> 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.
  - √ <u>Item 13d: SSI Supplemental Security Income:</u> 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.
  - ✓ <u>Item 13f: Pension</u>: 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.
  - <u>Item 13g: General Assistance:</u> 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.
- ✓ <u>Item 13j: Employment only</u>: 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:
  - √ <u>Item 15a: Own</u>: Please enter the number of families that own their home.
  - <u>Item 15b: Rent</u>: 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:
  - ✓ <u>Item16a: Farmer:</u> Enter the number of families served who are farmers. The value of this item should not exceed the value in Section 4.
  - <u>Item 16b: Migrant Farmworker:</u> Enter the number of families served who are migrant farm workers. The value of this item should not exceed the value in Section 4.
  - ✓ <u>Item16c: Seasonal Farmworker:</u> Enter the number of families served who are seasonal farm workers. The value of this item should not exceed the value in Section 4.
  - Make sure that the value of each item in this section does not exceed the value in Section 4. See Asterisk Note \*\*\* on the CSD 295.

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

CSD 295 Instructions

#### DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

#### **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.

Community Investment Corporation	
CONTRACTOR PLEASURANT 1	FEDERAL ID NUMBER
BY Authorized Signature)  (a) Clabriela Campos Administrative Manager.  PRINTED NAME AND TITLE OF PERSON SIGNING	DATE EXECUTED 9/87/10.
Administrative Manager.	TELEPHONE NUMBER (Include Area Code) (981) 381-2885.
8843 Indiana Aue Ste A Riverside, cA. 92884.	

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.
- 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 (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: October 1, 2010 through September 30, 2011

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

- 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.
- If any funds other than Federal appropriated funds have been paid or will be paid (2) 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.
- 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

Community Investment Corporation 9/07/10.

Agency/Organizations

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

**Program: Community Services Block Grant** 

Period: October 1, 2010 through September 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 civillycharged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not had, within a three (3) year period preceding this (4) AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default

Signature

Administrative Norager.
Title
9/07/10.

Community Investment Corp.