

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

909



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

**SUBMITTAL DATE:**  
September 16, 2013

**SUBJECT:** Agreement #13F-3125 with the Department of Community Services and Development for the Silver Fire Relief

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

1. Ratify and authorize the Chairman of the Board to sign the attached Agreement #13F-3125 between the State of California, Department of Community Services and Development (CSD) and Community Action Partnership of Riverside County (CAP Riverside) in the amount of \$25,000 for the term August 27, 2013 through June 30, 2014;
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A;
3. Authorize the Executive Director of CAP Riverside to: 1) sign assurances, exhibits and reports made under the agreement; and 2) administer the program.

*[Signature]*  
Name: Maria Y. Juarez, CCAP  
Title: Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 25,000	\$ 0	\$ 25,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> 100% Federal	<b>Budget Adjustment:</b> Yes
	<b>For Fiscal Year:</b> 13/14

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

**APPROVE**

BY: *[Signature]*  
**Donna Shaw**

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: October 1, 2013  
 xc: CAP, EO, Auditor

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

Prev. Agn. Ref.: \_\_\_\_\_ District: 3, 5 Agenda Number: \_\_\_\_\_

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3-3**

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *[Signature]*  
Departmental Concurrence: Lisette Rose

FORM APPROVED COUNTY COUNSEL  
DATE: 9/17/13  
BY: NEAL R. KIPNIS

- A-30
- Positions Added
- Change Order
- 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Agreement #13F-3125 with the Department of Community Services and Development for the Silver Fire Relief**

**DATE:** September 16, 2013

**PAGE:** Page 2 of 3

**BACKGROUND:**

**Summary**

On August 7, 2013, the Silver Fire began south of Banning in the community of Poppet Flats, burning over 19,000 acres. On August 9, 2013, the Lieutenant Governor of California declared a state of emergency. The areas impacted were Poppet Flats, Silent Valley, Silent Valley RV Park, Twin Pines, Twin Peaks, Vista Grande, parts of Cabazon, Black Mountain, Snow Creek and surrounding communities. Twenty-six (26) residential homes were destroyed and two (2) were damaged.

**Impact on Citizens and Businesses**

Mandatory evacuations were ordered for several communities where families were displaced for approximately five (5) days. Families have had to absorb unexpected expenses during the mandatory evacuation such as food, gasoline, water, etc. Several families were without electricity due to power outage and water (possible contamination). Agreement #13F-3125 provides funding to help address the recovery needs of low-income families and individuals impacted by the fire. CAP Riverside will identify and assist approximately one-hundred (100) families/individuals with store vouchers to obtain food, water, incidentals, etc. Additionally, CAP Riverside will provide supplemental mortgage and rental assistance.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No County General Funds are required.

**ATTACHMENTS**

**BUDGET ADJUSTMENT**

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

**FORM 11:** Agreement #13F-3125 with the Department of Community Services and Development for the Silver Fire Relief

**DATE:** September 16, 2013

**PAGE:** Page 1 of 3

**SCHEDULE A**

**Community Action Partnership of Riverside County  
Budget Adjustment  
Fiscal Year 2013/2014**

**INCREASE IN APPROPRIATIONS:**

CAARC-21050-5200300000-527780	Special Program Expense	\$25,000
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**INCREASE IN ESTIMATED REVENUE:**

CAARC-21050-5200300000-767220	Fed-Other Operating Grants	\$25,000
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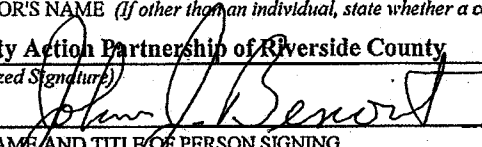
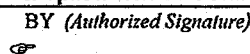
AGREEMENT NUMBER <b>13F-3125</b>	AMENDMENT NUMBER <b>0</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME **Department of Community Services and Development** WHEN DOCUMENT IS FULLY EXECUTED RETURN  
 CONTRACTOR'S NAME **Community Action Partnership of Riverside County** **CLERK'S COPY**  
 to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.
- The term of this Agreement is: **August 27, 2013 through June 30, 2014**
- The maximum amount of this Agreement is: **\$ 25,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

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

ATTEST:  
 KEGIA HARPER-JHEM, Clerk  
 By   
 DEPUTY

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Community Action Partnership of Riverside County</b>		I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval.  <input type="checkbox"/> Exempt per _____
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>10/1/13</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JOHN J. BENOIT CHAIRMAN, BOARD OF SUPERVISORS</b>		
ADDRESS <b>2038 Iowa Ave, Suite B-102, Riverside, CA 92507</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Community Services and Development</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Cindy Halverstadt, Deputy Director, Administrative Services</b>		
ADDRESS <b>2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833</b>		

FORM APPROVED BY COUNTY COUNSEL  
 DATE  
 BY: NEAL R. JPNIS

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK:**

1. **PURPOSE**

Community Action Partnership of Riverside County agrees to utilize the discretionary funding to assist 100 low-income individuals impacted by the Silver Wildfire. The following outcomes are anticipated: Partner with community partners and first responders to identify impacted families; purchase and distribute 200 vouchers to obtain food, water, and miscellaneous incidentals; provide supplemental mortgage/rent payments; coordinate and supervise distribution of vouchers to qualifying families; and provide referrals to community resources.

2. **COMPLIANCE**

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

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

3. **PROVISION FOR PROGRAM REQUIREMENTS**

CSD shall provide Contractor with specific program requirements that shall be binding on the Contractor as a condition of the Contractor's participation in the CSBG program, and as a condition of receipt of funds under the program, provided that such additional requirements shall be issued by CSD in writing in the form of "CSD CSBG Program Guidance No. XX" posted at <http://providers.csd.ca.gov/CSBG>.

**EXHIBIT A**  
**(Standard Agreement)**

4. REQUIREMENTS, STANDARDS AND GUIDELINES

Federal law requires the State to establish fiscal control and fund accounting procedures and to ensure that the cost and accounting standards of the OMB apply to recipients of CSBG funds.

Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability.

To the extent that the federal requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §§ 12725, et seq., or 22 CCR §§ 100601, et seq., or any specific provision of this Agreement, then that federal law, regulation, or provision shall apply instead:

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

5. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

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

6. SERVICE AREA

The services shall be performed in the following service area:

RIVERSIDE COUNTY

**EXHIBIT A**  
**(Standard Agreement)**

7. ADDRESSES

The Representative during the term of this Agreement will be: Diamond Longjel, Field Representative.

Send all correspondence to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Mailing Address:	2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 95811-0336
Phone:	(916) 576-7109
Fax:	(916) 263-1406

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **TERM AND AMOUNT OF AGREEMENT**

As specified on the face sheet of this Agreement (Std. 213), the term of this Agreement is for six months and covers the period August 27, 2013 through June 30, 2014.

2. **BUDGET**

A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Discretionary Fiscal Data forms [CSBG Disc. Contract Budget Summary (CSD 627), CSBG Disc. Budget Support - Personnel Costs (CSD 627A), CSBG Disc. Budget Support - Non Personnel Costs (CSD 627B), CSBG Disc. Contract Budget Narrative (CSD 627C)] attached to this Exhibit B.

B. Contractor shall submit the CSD 627C (Budget Narrative) with a justification for each projected line item reported on the CSD 627A and CSD 627B.

C. **Administrative Expenses**

1) For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total discretionary grant award amount as specified on the face sheet of this Agreement (Std. 213). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

2) For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes dates of approval and amount of rate.

D. In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on a CSD 425b, Justification for Contract Amendment/Modification.



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

3. ADVANCE PAYMENTS

- A. Contractor may request in writing one (1) working capital advance in an amount equal to twenty-five percent (25%) of the amount of the total consideration as described in Std. 213, item 3 of this Agreement.
- B. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.
- C. The State will initiate repayment process of advance funds beginning with the last two reporting periods of the contract term or whenever 75% of the total amount of this Agreement has been expended. The State shall begin applying approved expenditures to the outstanding advance balance, thereby offsetting any subsequent reimbursements. The State shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described in this section). In that case, the State shall apply the entire reimbursement amounts against the outstanding advance balance.
- D. Agencies may begin repayment of advance funds immediately in the first reporting period. If an agency has not begun repayment of advance funds, CSD will initiate and pro-rate the repayment process of advanced funds beginning with the fourth bimonthly reporting period of the contract term and ending with the twelfth month of the contract term.

4. BUDGET CONTINGENCIES

- A. State Budget Contingency
  - 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
  - 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the federal fiscal year 2013 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) CSD has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

5. PAYMENT AND REPORTING REQUIREMENTS

A. Bimonthly Fiscal Reporting

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

<u>Fiscal Report Period</u>	<u>Report Due Dates</u>
August 27, 2013 - September 2013	October 20, 2013
October - November 2013	December 20, 2013
December 2013 - January 2014	February 20, 2014
February - March 2014	April 20, 2014
April - May 2014	June 30, 2014
June 1, 2014 - June 30, 2014	July 20, 2014

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

**B. Payments**

Bimonthly payments shall be made based on actual expenditure reports being submitted timely as indicated in Exhibit B., Section 5, and Reporting Requirements of this Agreement.

**C. Bimonthly Programmatic Reporting**

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

<u>Program Report Period</u>	<u>Report Due Dates</u>
August 27, 2013- September 2013	October 20, 2013
October 2013 – November 2013	December 20, 2013
December 2013 – January 2014	February 20, 2014
February 2014 – March 2014	April 20, 2014
April 2014-May 2014	June 20, 2014
June 1, 2014-June 30, 2014	July 20, 2014

**D. Close Out/Work Plan/Progress Report (CSD 626FR)**

Within thirty (30) calendar days after the expiration of the contract or when all funds have been fully expended under this agreement, Contractor shall submit final programmatic report, using form CSD 626FR – Discretionary Final Report. The final report shall include the final outcomes outlined under the Scope of Work and detailed in the Work Plan. The final report shall connect the outcomes to the National Performance Indicators (NPIs).

**E. Transparency Act Reporting**

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not entities required by the IRS to file annually a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.

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

6. SCHEDULE OF ATTACHMENTS

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

A. Attachment I

Concurrent with the submission of this Agreement, Contractor shall complete and submit to CSD a description of projected spending for the term of this Agreement on the following forms, known as the CSBG Discretionary Fiscal Data Series, which shall be attached to this Exhibit B as Attachment I:

CSBG Disc. Contract Budget (Summary)	CSD 627
Budget Support (Personnel)	CSD 627A
Budget Support (Non Personnel)	CSD 627B
Budget Narrative	CSD 627C

B. Attachment II

Contractor shall also submit to CSD Attachment II, CSBG Work Plan/Progress Report, which shall reflect a description of outcome/goals for the discretionary project. This information will be used to monitor the success of the identified outcome/ goal relevant to its programs, activities, and available resources for the delivery of services. Prior to execution of this Agreement by the State, Contractor is responsible for submitting the applicable Work Plan component of this attachment.

CSBG Discretionary Work Plan/Progress Report	CSD 626
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7. FORMS

The latest version of all forms identified in and/or required by this Agreement are available on the Provider's Website at <http://providers.csd.ca.gov/>.

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

**ATTACHMENT I**

CSBG FISCAL DATA

CSBG DISC CONTRACT BUDGET (SUMMARY) CSD 627

BUDGET SUPPORT (PERSONNEL COSTS) CSD 627A

BUDGET SUPPORT (NON-PERSONNEL COSTS) CSD 627B

BUDGET NARRATIVE CSD 627C

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

**ATTACHMENT II**

CSBG DISC WORKPLAN/PROGRESS REPORT

CSD 626

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

Contractor Name: Community Action Partnership of Riverside County		Contract Number:	Contract Amount: \$25,000
Prepared By: Kathryn J. Snyder CCAP, Fiscal Officer	Contract Term: 08/20/13 to 06/30/14		Amendment #:
Telephone #: 951-955-6461	Fax Number: 951-955-1399		
Date: 8/12/2013	E-mail Address: <a href="mailto:ksnyder@capriverside.org">ksnyder@capriverside.org</a>		

**SECTION 10: ADMINISTRATIVE COSTS**

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

**SECTION 20: PROGRAM COSTS**

Line Item	CSBG Disc. Funds (rounded to the nearest dollar)
1 Salaries and Wages	
2 Fringe Benefits	
3 Operating Expenses	
4 Equipment	
5 Out-of-State Travel	
6 Subcontractor/Consultant Services	
7 Other Costs	\$25,000
<b>Subtotal Section 20: Program Costs</b>	<b>\$25,000</b>

<b>SECTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20)</b>	<b>\$25,000</b>
<b>SECTION 70: Enter "Other Agency Operating Funds used to Support CSBG Disc." (INFORMATION ONLY)</b>	<b>\$12,666,894</b>
<b>SECTION 80: Agency Total CSBG Discretionary Operating Budget (Sum of Section 40 and 70) (INFORMATION ONLY)</b>	<b>\$12,691,894</b>
<b>SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 40)</b>	

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

Contractor Name: Community Action Partnership of Riverside County		Contract Number:	Contract Amount: \$25,000
Prepared By: Kathryn J. Snyder CCAP, Fiscal Officer		Contract Term: 08/20/13 to 06/30/14	Amendment #:
Telephone #: 951-955-6461		Fax Number: 951-955-1399	
Date: 8/12/2013		E-mail Address: ksnyder@capriverside.org	

**Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES**

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG Disc. time allocated for each position	E Number of CSBG Disc. months allocated for each position	F Total CSBG Disc. Funds budgeted for each position
	N/A				
<b>Total (must match Section 10: Administrative Costs line item 1 on the CSD 627 Budget Summary form)</b>					

**SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES**

	N/A				
<b>Total (must match Section 20: Program Costs line item 1 on the CSD 627 Budget Summary form)</b>					

**FRINGE BENEFITS**

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG Disc. funds Budgeted Line 2	Section 20 Program Costs List CSBG Disc. funds Budgeted Line 2
N/A			
<b>TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 627 (BUDGET SUMMARY)</b>			



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

Contractor Name:	Community Action Partnership of Riverside County	Contract Number:	Contract Amount:	\$25,000
Prepared By:	Kathryn J. Snyder CCAP, Fiscal Officer	Contract Term:	08/20/13 to 06/30/14	Amendment #:
Telephone #:	951-955-6461	Fax Number:	951-955-1399	
Date:	8/12/2013	E-mail Address:	ksnyder@capriverside.org	

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

LIST EACH LINE ITEM Totals must match CSD 627 Budget Summary form Attach additional sheet(s) if necessary	CSBG Discretionary			
	Section 10 Administrative Costs		Section 20 Program Costs	
List all Operating Expenses	3	sum should equal total on line item 3 of CSD 627 Budget Summary form	3	sum should equal total on line item 3 of CSD 627 Budget Summary form
		-0-		-0-
List all Equipment Purchases	4	sum should equal total on line item 4 of CSD 627 Budget Summary form	4	sum should equal total on line item 4 of CSD 627 Budget Summary form
		-0-		-0-
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5	sum should equal total on line item 5 of CSD 627 Budget Summary form	5	sum should equal total on line item 5 of CSD 627 Budget Summary form
		-0-		-0-
List all Contract/Consultant Services	6	sum should equal total on line item 6 of CSD 627 Budget Summary form		
		-0-		
List all Subcontractor/Consultant Services			6	sum should equal total on line item 6 of CSD 627 Budget Summary form
				-0-
<b>Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):</b>	<b>Section 10 Administrative Costs</b>		<b>Section 20 Program Cost</b>	
i Direct Program Purchases: \$20,000 Food Vouchers - To assist families to obtain food, medication, etc. (200 Vouchers @ 100 each), and \$5,000 Temporary Shelter/Rental Assistance, (maximum of \$500 per family)		-0-		\$25,000
ii				
iii				
iv				
<b>Total Other Costs (Sum of i, ii, iii, iv):</b>	7	sum should equal total on line item 7 of CSD 627 Budget Summary form	7	sum should equal total on line item 7 of CSD 627 Budget Summary form
		-0-		\$25,000


### CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET NARRATIVE

Contractor Name: Community Action Partnership of Riverside County	Contract Number: TBD	Contract Amount: \$25,000	Date 08/12/13
Prepared By: Kathryn J. Snyder CCAP, Fiscal Officer	Contract Term: 08/20/13 to 06/30/14	Amendment Number:	
Telephone Number: 951-955-6461	Fax Number: 951-955-1399	E-mail Address: ksnyder@capriverside.org	

#### SECTION 20: PROGRAM COSTS

##### OTHER COSTS - \$25,000

Program Operating Expenses include direct client purchases; \$20,000 in food vouchers to assist families to obtain food, medication, etc., (200 vouchers @ \$100 each), and \$5,000 for temporary shelter/rental assistance, not to exceed \$500 per family.

Agency Name: Community Action Partnership of Riverside County (CAP Riverside)	Agency/Project Representative: Maria Y. Juarez, CCAP, Executive Director
Contract Number: 13F-3125	Contract Term: 8/27/13 – 6/30/14
Email: mjuarez@capriverside.org	Telephone Number: (951) 955-4900
Date: 8-27-13	Signature: 

**Work Plan**

*Make copies for each outcome/goal*

**Problem/Need to be addressed**

A state of emergency was proclaimed by the Lieutenant Governor of the State of California on August 9, 2013, due to severe fires (referred to as the Silver Fires) which began August 7, 2013, in the rural communities of Poppet Flats, Twin Pines, Silent Valley, Cabazon, San Jacinto, Banning and surrounding communities. The fire is estimated to have burned over 20,000 acres, 26 residential structures were destroyed, 2 residential structures were damaged, 1 commercial structure was destroyed, and numerous out buildings were destroyed. Mandatory evacuations were required of the various communities. Some families relocated to evacuation centers while others left the area completely out of fear. Some families went to local hotels outside the fire areas while others stayed with family members. Because of the mandatory evacuations, families utilized funds which were earmarked for mortgage/rent payment, food, medication, gasoline, etc., to cover their unexpected expenses during the evacuation. Low-income residents also lost days of work due to the evacuations and not being able to return to their homes. Also, because of the extent of heavy smoke, ash and winds, individuals and families, especially the elderly and those with medical conditions, were advised to either leave their homes or run their air units day and night to prevent smoke and ash from entering their homes. Heavy smoke and ash from the fires impacted surrounding communities (Palm Springs, Rancho Mirage, Coachella, Anza, etc.) largely due to the high winds.

CAP Riverside has been in contact with the Office of Emergency Services, Red Cross and community partners in the impacted areas who have identified impacted families with the following needs: food clothing; house wares items, medications, rental/mortgage payment assistance, etc. CAP Riverside has also activated SWEATS to assist with the large electric bills due to running air units night and day to keep the smoke and ash out of homes.

**Projected Activities/Services to be performed**

CAP Riverside will identify and assist approximately 100 low-income families impacted by the 2013 Silver Fire. CAP Riverside will:

1. Partner with community partners and first responders to identify impacted families;
2. Purchase and distribute vouchers that can be used to obtain food, clothing, medication, incidentals, etc.
  - 200 store vouchers at \$100 each (\$20,000) to approximately 100 qualifying individuals/families.
3. Provide \$5,000 for mortgage/rent payment assistance to approximately 10 families (maximum \$500 per family).
4. Coordinate and supervise distribution of vouchers to qualifying families; and
5. Provide referrals to community resources.

**Progress Report (Indicate the Report Period:**

**Expected Outcome/Goal (Number 1 of 1 ):**

Increase the safety and security of 100 qualifying low-income households impacted by the 2013 Silver Fire.

**Activities/Services:**

**Status Toward Achieving Indicated Outcome/Goal:**

- 

**Actual Results:**

**National Performance Indicator(s):**

6.2.J - Emergency Disaster Relief

**Instructions**  
CSD 626 Work Plan/Progress Report (Rev 3/13)

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

**When Completing Work Plan:**

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

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

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

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

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

- Specific number of units involved in activity/service (for example: number of flyers mailed, number of hours performing outreach, etc )
- Specific timeframes for activities/services (for example: flyers will be mailed on 5/1/13 and 7/15/13)

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

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

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

**When Completing Progress Report:**

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

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

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

**Instructions**  
CSD 626 Work Plan/Progress Report (Rev 3/13)

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

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

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

**Example:**

**Work Plan**

<b>Problem/Need to be addressed:</b>
A community needs assessment indicates that youth in the County Z are lacking formal training in job readiness and thus lack necessary skills to obtain employment.
<b>Projected Activities/Services to be performed:</b>
Conduct two information sessions at ABC School by 4/1/013. Mail 150 flyers to local community center and public libraries on 4/15/07 and 6/30/13. Conduct 100 interviews with youth to identify candidacy for program by 7/1/13. Ensure case management for 75 youth and track youth progress including employment (ongoing throughout project)
<b>Expected Outcome/Goal (Number 1 of 1):</b>
100 at-risk youth will be enrolled in a local job training program and 60 youth will obtain employment by 12/31/2013

**Progress Report (Indicate the Report Period Jul.1 – Aug 31 )**

<b>Activities/Services:</b>
As of 5/15/13 – two information sessions have been held at ABC School, 100 flyers of 150 total flyers have been mailed. 61 interviews with youth have been conducted
<b>Status Toward Achieving Indicated Outcome/Goal:</b>
45 out of 100 youth have been enrolled in a case management program and a job training program (45%). 14 out of 60 youth have obtained employment (23%)
<b>Actual Results:</b>
<i>Will report when goal/outcome is achieved</i>

**EXHIBIT C**  
**(Standard Agreement)**

GENERAL TERMS AND CONDITIONS GTC 610

1. APPROVAL

This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., CCR Title 2, Section 1896.)

5. INDEMNIFICATION

Contractor agrees to indemnify, defend and ~~save harmless~~ the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

**EXHIBIT C**  
**(Standard Agreement)**

6. DISPUTES

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION CLAUSE

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

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



**EXHIBIT C**  
**(Standard Agreement)**

10. CERTIFICATION CLAUSES

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

11. TIMELINESS

Time is of the essence in this Agreement.

12. COMPENSATION

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

13. GOVERNING LAW

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

14. CHILD SUPPORT COMPLIANCE ACT

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

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

15. UNENFORCEABLE PROVISION

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

**EXHIBIT C**  
**(Standard Agreement)**

16. PRIORITY HIRING CONSIDERATIONS

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

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **TRAVEL/PER DIEM**

- A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2CFR, Part 230), as applicable.
- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations §§599.615 through 599.638 and shall be reimbursed in accordance with the terms contained therein.

2. **CERTIFICATIONS**

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

**EXHIBIT D**  
**(Standard Agreement)**

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

3. INTERNAL CONTROL CERTIFICATION

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

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

4. CONFLICT OF INTEREST

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

**EXHIBIT D**  
**(Standard Agreement)**

5. CODES OF CONDUCT

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

6. COMPLIANCE MONITORING

- A. As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
- B. As the State administrator for the CSBG, CSD is required to ensure that funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law, and for allowable and allocable costs under the applicable rules of the OMB.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.

**EXHIBIT D**  
**(Standard Agreement)**

- D. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance.

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

- E. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with the observations, recommendations, and/or findings in writing, along with a specific action plan for correcting the noncompliance.

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

- A. In addition to CSD's authority to terminate, suspend, or deny funding or refunding under federal and State laws and regulations, CSD has authority to establish fiscal control and accounting procedures to fulfill its oversight responsibilities and ensure that CSBG funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, CSD hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions on Contractor, according to that Section, as a result of unsatisfactory performance of and/or noncompliance with the requirements, standards, and guidelines of this Agreement.
- B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. Failure by Contractor to meet prescribed timelines or take corrective action shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including, but not limited to, withholding advance payments and initiation of the suspension and termination procedures prescribed by State and federal CSBG laws and/or regulations.

**EXHIBIT D**  
**(Standard Agreement)**

8. BOARD RESOLUTION

- A. Contractor shall submit to CSD a Board Resolution, signed by the Board Chair or delegated signing authority, in support of the project and contract.
- B. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either:  
1) direct signature of a board member; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer (CEO), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

9. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2013 CSD Supplemental Audit Guide. The 2013 Supplemental Audit Guide is attached herein as Exhibit D, Attachment II. The 2013 Supplemental Audit Guide may be accessed at <http://providers.csd.ca.gov>.

B. Audit Reports

- 1) a. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."

**EXHIBIT D**  
**(Standard Agreement)**

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

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

Electronic copy:  
[audits@csd.ca.gov](mailto:audits@csd.ca.gov).

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



**EXHIBIT D**  
**(Standard Agreement)**

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

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

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

10. SUBCONTRACTS

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

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov/portal/public/SAM/>.

**EXHIBIT D**  
**(Standard Agreement)**

- B. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- D. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is independent from CSD's obligation to make payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**EXHIBIT D**  
**(Standard Agreement)**

11. INSURANCE

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.
- 4) New Certificates of Insurance will be reviewed for content and form by CSD.
- 5) In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 8) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

**EXHIBIT D**  
**(Standard Agreement)**

**B. Self-Insurance**

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

**C. Workers' Compensation Insurance**

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self Insure issued by the Director of the Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

**D. Commercial or Government Crime Coverage (Fidelity Bond)**

- 1) Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

**EXHIBIT D**  
**(Standard Agreement)**

- 2) Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

**E. General Liability Insurance**

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

**F. Vehicle Insurance**

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

**EXHIBIT D**  
**(Standard Agreement)**

12. AGREEMENT CHANGES

A. Amendment

Formal amendments to this Agreement are required for changes to: the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than forty-five (45) days prior to the expiration of the Agreement term. (CSD Form 425b can be located at <http://providers.csd.ca.gov/> under the CSD Contractors' page and CSBG tab).

B. Modification

- 1) Any request(s) for modification to Attachment I or Attachment II (Exhibit B) must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than forty-five (45) calendar days prior to the expiration date of this Agreement.
- 2) Contractor may modify problem statements, program activities, and/or delivery strategies, to either: a) add program(s) not previously projected on the CSD 626, or b) remove program(s) previously projected on the CSD 626 for which no clients have been served and the program was terminated.
- 3) Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD 425b, Justification for Contract Amendment/Modification.

**EXHIBIT D**  
**(Standard Agreement)**

13. SYSTEM SECURITY REQUIREMENTS

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

A. General Information/Data Description

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

B. Services Offered

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

C. Data Sensitivity

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

**EXHIBIT D**  
**(Standard Agreement)**

D. Information Exchange Security

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

E. Trusted Behavior Expectations

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

F. Formal Security Guidelines

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

G. Incident Reporting

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



**EXHIBIT D  
(Standard Agreement)**

H. Audit Trail Responsibilities

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

I. Data Sharing Responsibilities

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

14. SCHEDULE OF ATTACHMENT

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

ATTACHMENT I SUPPLEMENTAL AUDIT GUIDE

**EXHIBIT D**  
**(Standard Agreement)**

**ATTACHMENT I**

**SUPPLEMENTAL AUDIT GUIDE**

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**

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



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

**From: CSD Audit Services Unit**

**Date: July 17, 2012**

**SUPPLEMENTAL AUDIT GUIDE****Introduction**

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

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

**Auditor's Judgment**

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

## Supplemental Audit Guide

### **Selected Items of Cost**

#### **Inventory System (All Contracts)**

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

#### **Subcontracts (All Contracts)**

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

#### **Weatherization Crew Hours (LIHEAP and DOE Contracts)**

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

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

## Supplemental Audit Guide

### **Prohibition on Lobbying**

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

### **System of Internal Control**

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

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

### **Administrative Cost Cap**

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

### **Use of Indirect Cost Rates or Other Indirect Cost Methodology**

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

### **Basis for Allocation of Costs**

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

## Supplemental Audit Guide

### **Going Concern and Subsequent Events**

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

### **Representation Letter**

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

### **Engagement Letter**

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

### **Supplemental Statements**

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

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item. Please refer to Attachments 1, 2, 3, and 4 for examples of the format to use for the required supplemental statements.

### **Auditing Standards and Reports**

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

## Supplemental Audit Guide

### Testing of Transactions

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

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

### American Recovery and Reinvestment Act of 2009 (ARRA) Funds

#### ARRA IDENTIFICATION

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

#### SEPARATE ACCOUNTING

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

#### PREVAILING WAGE

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

**- LIHEAP Contracts -**

ACME COMMUNITY DEVELOPMENT, INC.  
 SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES  
 CSD CONTRACT NO. 12B-XXXX (WX)  
 FOR THE PERIOD JAN. 1, 2012 THROUGH DEC. 31, 2012

REVENUE	1-Jan-12 through 30-Jun-12	1-Jul-12 through 31-Dec-12	Total Audited Costs	Total Reported Expenses	Total Budget
Grant Revenue	\$989,357	\$0	\$989,357		\$989,357
Interest Income	\$406	\$0	\$406		
Other Income	\$0	\$0	\$0		
Deferred Revenue Earned	\$0	\$8,753	\$8,753		
Deferred Grant Revenue	\$0	\$0	\$0		
<b>Total Revenue:</b>	<b>\$989,763</b>	<b>\$8,753</b>	<b>\$998,516</b>		<b>\$989,357</b>
<b>EXPENDITURES (1)</b>					
<b>Administration</b>					
Salaries & Wages	\$28,953	\$1,170	\$30,123	\$30,123	\$30,123
Fringe Benefits	\$11,324	\$360	\$11,684	\$11,684	\$11,684
Facilities	\$23,704	(\$1,530)	\$22,174	\$22,174	\$22,174
Utilities	\$2,678	\$0	\$2,678	\$2,678	\$2,678
Equipment	\$0	\$0	\$0	\$0	\$0
Telephone - Communications	\$3,599	\$0	\$3,599	\$3,599	\$3,599
Travel	\$0	\$0	\$0	\$0	\$0
Accounting	\$0	\$0	\$0	\$0	\$0
Audit Costs	\$2,821	\$0	\$2,821	\$2,821	\$2,821
Insurance - Bonding	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$1,772	\$0	\$1,772	\$1,772	\$1,772
<b>Total Administration Costs:</b>	<b>\$74,851</b>	<b>\$0</b>	<b>\$74,851</b>	<b>\$74,851</b>	<b>\$74,851</b>
<b>Program</b>					
Intake	\$19,602	\$0	\$19,602	\$19,602	\$19,602
Outreach	\$49,007	\$0	\$49,007	\$49,007	\$49,007
Training & Technical Assistance	\$9,722	\$0	\$9,722	\$9,722	\$9,722
Direct Program Activities	\$774,659	\$8,661	\$783,320	\$783,320	\$783,320
Liability Insurance	\$29,013	\$0	\$29,013	\$29,013	\$29,013
Vehicle & Equipment	\$0	\$0	\$0	\$0	\$0
Workers' Compensation	\$23,750	\$92	\$23,842	\$23,842	\$23,842
<b>Total Program Costs:</b>	<b>\$905,753</b>	<b>\$8,753</b>	<b>\$914,506</b>	<b>\$914,506</b>	<b>\$914,506</b>
<b>Total Costs:</b>	<b>\$980,604</b>	<b>\$8,753</b>	<b>\$989,357</b>	<b>\$989,357</b>	<b>\$989,357</b>

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.



**- LIHEAP Contracts -**

ACME COMMUNITY DEVELOPMENT, INC.  
 SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES  
 CSD CONTRACT NO. 12B-XXXX (ECIP)  
 FOR THE PERIOD JAN. 1, 2012 THROUGH DEC. 31, 2012

	1-Jan-12 through 30-Jun-12	1-Jul-12 through 31-Dec-12	Total Audited Costs	Total Reported Expenses	Total Budget
<b>REVENUE</b>					
Grant Revenue	\$707,262	\$269,800	\$977,062		\$477,635
Interest Income	\$0		\$0		
Other Income	\$0	\$260	\$260		
Deferred Revenue Earned	\$0				
Deferred Grant Revenue	\$0	(\$3,089)	(\$3,089)		
<b>Total Revenue:</b>	<b>\$707,262</b>	<b>\$266,971</b>	<b>\$974,233</b>		<b>\$477,635</b>
<b>EXPENDITURES (1)</b>					
<b>Administration</b>					
Salaries & Wages	\$83,144	\$6,477	\$89,621	\$89,621	\$89,621
Fringe Benefits	\$30,169	\$2,181	\$32,350	\$32,350	\$32,350
Facilities	\$22,814	\$4,692	\$27,506	\$27,506	\$27,506
Utilities	\$5,565	\$0	\$5,565	\$5,565	\$5,565
Equipment	\$0	\$0	\$0	\$0	\$0
Telephone - Communications	\$4,857	\$913	\$5,770	\$5,770	\$5,770
Travel	\$0	\$787	\$787	\$787	\$787
Accounting	\$0	\$0	\$0	\$0	\$0
Audit Costs	\$7,553	\$772	\$8,325	\$8,325	\$8,325
Office Supplies	\$5,346	\$544	\$5,890	\$5,890	\$5,890
<b>Total A-16/ECIP/HEAP Administration Costs:</b>	<b>\$159,448</b>	<b>\$16,366</b>	<b>\$175,814</b>	<b>\$175,814</b>	<b>\$175,814</b>
<b>Program</b>					
Assurance 16 Costs	\$198,472	\$113,056	\$311,528	\$311,528	\$311,528
ECIP/HEAP Intake	\$85,691	\$76,233	\$161,924	\$161,924	\$161,924
ECIP/HEAP Outreach	\$125,481	\$113,456	\$238,937	\$238,937	\$238,937
Cooling Services Repair/Replacement	\$5,045	\$18,126	\$23,171	\$23,171	\$23,171
Heating Services Repair/Replacement	\$0	\$18,122	\$18,122	\$18,122	\$18,122
Water Heater Repair/Replacement	\$0	\$1,203	\$1,203	\$1,203	\$1,203
Supplemental Heating & Cooling Costs	\$0	\$0	\$0	\$0	\$0
ECIP WPO	\$22,000	\$4,500	\$26,500	\$26,500	\$26,500
SWEATS	\$0	\$0	\$0	\$0	\$0
HEAP WPO	\$27,000	\$21,000	\$48,000	\$48,000	\$48,000
Liability Insurance	\$494	\$1,904	\$2,398	\$2,398	\$2,398
Training & Technical Assistance	\$0	\$0	\$0	\$0	\$0
Vehicle & Equipment	\$0	\$0	\$0	\$0	\$0
Workers' Compensation	\$1,594	\$8,188	\$9,782	\$9,782	\$9,782
<b>Total Program Costs:</b>	<b>\$465,777</b>	<b>\$375,788</b>	<b>\$841,565</b>	<b>\$841,565</b>	<b>\$841,565</b>
<b>Total Costs:</b>	<b>\$625,225</b>	<b>\$392,154</b>	<b>\$1,017,379</b>	<b>\$1,017,379</b>	<b>\$1,017,379</b>

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

**- DOE Contracts -**

ACME COMMUNITY DEVELOPMENT, INC.  
 SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES  
 CSD CONTRACT NO. 11C-XXXX  
 FOR THE PERIOD DECEMBER 1, 2011 THROUGH JUNE 30, 2013

REVENUE	1-Dec-11 through 30-Jun-12	1-Jul-12 through 30-Jun-13	Total Audited Costs	Total Reported Expenses	Total Budget
Grant Revenue	\$28,117	\$98,620	\$126,737		\$117,446
Interest Income	\$156	\$300	\$456		
Other Income	\$0	\$0	\$0		
Deferred Revenue Earned	\$0	\$0	\$0		
Deferred Grant Revenue	\$0	\$0	\$0		
<b>Total Revenue:</b>	<b>\$28,273</b>	<b>\$98,920</b>	<b>\$127,193</b>		<b>\$117,446</b>
<b>EXPENDITURES (1)</b>					
<b>Administration</b>					
Salaries & Wages	\$1,023	\$2,385	\$3,408	\$3,329	\$4,100
Fringe Benefits	\$267	\$623	\$890	\$999	\$1,260
Facilities	\$371	\$864	\$1,235	\$1,109	\$1,800
Equipment	\$0	\$126	\$126	\$126	\$126
Equipment (\$5,000 or more)	\$0	\$0	\$0	\$0	\$0
Telephone - Communications	\$35	\$80	\$115	\$125	\$170
Travel	\$95	\$0	\$95	\$115	\$420
Audit Costs	\$0	\$750	\$750	\$1,100	\$1,100
Office Supplies	\$45	\$105	\$150	\$147	\$420
<b>Total Administration Costs:</b>	<b>\$1,836</b>	<b>\$4,933</b>	<b>\$6,769</b>	<b>\$7,050</b>	<b>\$9,396</b>
<b>Program</b>					
Training & Technical Assistance	\$2,000	\$13,965	\$15,965	\$15,569	\$6,000
Liability Insurance	\$1,194	\$8,340	\$9,534	\$9,534	\$7,600
Vehicle Insurance	\$666	\$4,660	\$5,326	\$5,452	\$5,400
Major Vehicle & Field Equip. (\$5,000 or more)	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$3,860</b>	<b>\$26,965</b>	<b>\$30,825</b>	<b>\$30,555</b>	<b>\$19,000</b>
Intake	\$1,207	\$8,445	\$9,652	\$13,903	\$5,400
Outreach	\$3,996	\$27,969	\$31,965	\$31,965	\$17,355
Client Education	\$2,856	\$19,991	\$22,847	\$19,721	\$49,000
Workers' Compensation	\$653	\$4,569	\$5,222	\$5,222	\$8,150
Minor Vehicle & Field Equip. (Less than \$5,000)	\$351	\$2,457	\$2,808	\$2,133	\$5,000
General/Operating Expenses	\$54	\$485	\$539	\$675	\$200
Direct Program Activities	\$37	\$262	\$299	\$299	\$470
<b>Subtotal</b>	<b>\$9,154</b>	<b>\$64,178</b>	<b>\$73,332</b>	<b>\$73,918</b>	<b>\$85,575</b>
Health & Safety	\$253	\$1,772	\$2,025	\$1,900	\$2,420
<b>Total Program Costs:</b>	<b>\$26,281</b>	<b>\$184,058</b>	<b>\$210,339</b>	<b>\$210,846</b>	<b>\$211,570</b>
<b>Total Costs:</b>	<b>\$28,117</b>	<b>\$98,620</b>	<b>\$217,108</b>	<b>\$217,896</b>	<b>\$220,966</b>
<b>Revenue over/(under) costs</b>			(\$89,915)		

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

ACME COMMUNITY DEVELOPMENT INC  
 SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES  
 CSD CONTRACT NO. 12F-XXXX  
 FOR THE PERIOD JAN. 1, 2012 THROUGH DEC. 31, 2012

	1-Jan-12 through 30-Jun-12	1-Jul-12 through 31-Dec-12	Total Audited Costs	Total Reported Expenses	Total Budget
<b>REVENUE</b>					
Grant Revenue	\$1,853,239	\$5,672,178	\$7,525,417	\$7,525,417	\$7,525,417
Interest Income	\$5,758	\$7,005	\$12,763	\$12,763	
Other Income	\$0	\$0		\$0	
<b>Total Revenue:</b>	<b>\$1,858,997</b>	<b>\$5,679,183</b>	<b>\$7,538,180</b>	<b>\$7,538,180</b>	<b>\$7,525,417</b>
<b>EXPENDITURES (1)</b>					
<b>Administrative Costs</b>					
Salaries & Wages	\$360,960	\$916,962	\$1,277,922	\$1,277,922	\$1,013,562
Fringe benefits	\$120,577	\$306,476	\$427,053	\$427,053	\$370,355
Operating Expenses	\$47,985	\$101,673	\$149,658	\$149,658	\$198,524
Equipment	\$0	\$0	\$0	\$0	\$0
Out-of-State Travel	\$0	\$0	\$0	\$0	\$9,020
Subcontractor Services	\$0	\$0	\$0	\$0	\$0
Other Costs	\$16,062	\$54,864	\$70,926	\$70,926	\$302,796
<b>Total Administrative Costs:</b>	<b>\$545,584</b>	<b>\$1,379,975</b>	<b>\$1,925,559</b>	<b>\$1,925,559</b>	<b>\$1,894,257</b>
<b>Program Costs</b>					
Salaries & Wages	\$0	\$55,894	\$55,894	\$55,894	\$60,051
Fringe benefits	\$0	\$13,529	\$13,529	\$13,529	\$18,280
Operating Expenses	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Out-of-State Travel	\$0	\$0	\$0	\$0	\$0
Subcontractor Services	\$449,571	\$5,088,521	\$5,538,092	\$5,538,092	\$5,538,092
Other Costs	\$0	\$5,106	\$5,106	\$5,106	\$14,737
<b>Total Program Costs</b>	<b>\$449,571</b>	<b>\$5,163,050</b>	<b>\$5,612,621</b>	<b>\$5,612,621</b>	<b>\$5,631,160</b>
<b>Total Costs:</b>	<b>\$995,155</b>	<b>\$6,543,025</b>	<b>\$7,538,180</b>	<b>\$7,538,180</b>	<b>\$7,525,417</b>
<b>Revenue over (under) costs</b>	<b>\$863,842</b>	<b>(\$863,842)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

(1) Please note that the supplemental statement should be based on the budget line items contained in the contract, and will need to be adjusted to incorporate the line items applicable to specific contracts.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 Executive Director and Board Roster  
 Exhibit D, Attachment II  
 CSD 188 New

Received by CSD:

Executive Director and Board Roster- CSBG

Agency Name: \_\_\_\_\_  
 Agency Address: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Total Number of board seats: \_\_\_\_\_

Submitted By: \_\_\_\_\_

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

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

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

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

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
Executive Director and Board Roster  
Exhibit D, Attachment II  
CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
Executive Director and Board Roster  
Exhibit D, Attachment II  
CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.
- F. As provided in EXHIBIT D, Paragraph 10.A. of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

**EXHIBIT E**  
**(Standard Agreement)**

2. PROCUREMENT

A. Contract Administration

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



**EXHIBIT E**  
**(Standard Agreement)**

- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with the following requirement:
  - a. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
    - i. Any articles, supplies, equipment or services having a per-unit cost in excess of \$5,000; or
    - ii. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 2 shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
  - a. Maintaining insurance coverage against loss or damage to such property or equipment.
  - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

**EXHIBIT E**  
**(Standard Agreement)**

B. Limitation on Use of Funds

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

3. AFFIRMATIVE ACTION COMPLIANCE

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

4. NONDISCRIMINATION COMPLIANCE

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

**EXHIBIT E**  
**(Standard Agreement)**

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

5. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

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

B. American-Made Equipment/Products

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

C. Federal and State Occupational Safety and Health Statutes

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

D. Political Activities

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

**EXHIBIT E**  
**(Standard Agreement)**

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

E. Lobbying Activities

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

6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

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

**EXHIBIT E**  
**(Standard Agreement)**

7. RECORD-KEEPING

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

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

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

9. CSBG TERMS, CONDITIONS AND PROVISIONS FISCAL YEAR 2013

A. Program Standards

The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revision.

**EXHIBIT E**  
**(Standard Agreement)**

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

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

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit <http://providers.csd.ca.gov/>

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

Section 507: “Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”

**EXHIBIT E**  
**(Standard Agreement)**

Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

- D. In accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used 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 wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and 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 or facilities and used for inpatient drug and alcohol treatment.
- E. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.

10. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (DUNS) REQUIREMENTS

Contractor shall provide to CSD a nine-digit Data Universal Numbering System (DUNS) number and register/maintain active registration in Central Contractor Registration (CCR) as a prerequisite to execution of this Agreement and/or release of any funds under this Agreement. Contractor shall include its DUNS number and verification of CCR status with its Community Action Plan.

**EXHIBIT F**  
**(Standard Agreement)**

**DEFINITIONS**

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

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

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

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

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

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

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

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



**EXHIBIT F**  
**(Standard Agreement)**

- Equipment: An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
- Final Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.
- Limited Purpose Agency (LPA): A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9921.
- Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
- Modification: An immaterial change to this Agreement that does not require an Amendment.
- Native American Indian program (NAI): A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in California Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 U.S.C. § 9910(b).
- Parties: CSD on behalf of the State of California, and the Contractor.
- Program: The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
- State: The State of California Department of Community Services and Development.

**EXHIBIT F**  
**(Standard Agreement)**

Subcontractor:

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

Subcontract:

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

## EXHIBIT G

## CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FAMILY SUPPORT ADMINISTRATIONPROGRAM: Community Services Block Grant/DiscretionaryPERIOD: June 1, 2013 through May 31, 2014

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

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

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

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

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

Executive Director  
Title

Community Action Partnership  
of Riverside County  
Agency/Organization

[Signature]  
Signature

9-17-13  
Date

