

# DRAFT

STATE OF CALIFORNIA  
STANDARD AGREEMENT  
STD. 213 (Rev. 6/03)

AGREEMENT NUMBER <b>14F-3022</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 <b>Department of Community Services and Development</b>
CONTRACTOR'S NAME <b>City of Los Angeles, Community Development Department HSNDD</b>
- The term of this Agreement is: **January 1, 2014 through December 31, 2014**
- The maximum amount of this Agreement is: **\$ 1,864,780.00**
- 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 Fiscal Data
    - Attachment II, CSBG/National Performance Indicators (NPI) Workplan
    - Attachment III, CSBG CR Allocation Spreadsheet
  - Exhibit C - General Terms and Conditions
  - Exhibit D - Special Terms and Conditions
    - Attachment I, Executive Director and Board Roster
    - Attachment II, CSD Supplemental Audit Guide
  - Exhibit E - Additional Provisions
  - Exhibit F - Definitions
  - Exhibit G - Certification Regarding Lobbying, Disclosure of Lobbying Activities

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

<b>CONTRACTOR</b>	<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>City of Los Angeles, Community Development Department HSNDD</b>	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
1200 West 7th Street, 4th Floor, Los Angeles, CA 90017	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
<b>Department of Community Services and Development</b>	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING	
<b>Cindy Halverstadt, Deputy Director, Administrative Services</b>	
ADDRESS	
2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833	
<input type="checkbox"/> Exempt per _____	

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

**SCOPE OF WORK:**

1. **COMPLIANCE**

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)

2. **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>).

3. **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:

**EXHIBIT A  
(Standard Agreement)**

- 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) as codified at 2 CFR Part 225;
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.

4. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

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

5. SERVICE AREA

The services shall be performed in the following service area:

**PARC INSERT**

6. ADDRESSES

Send all correspondence to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Address:	2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833
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 one year and covers the period January 1, 2014 through December 31, 2014.

The Maximum Amount specified on the initial face sheet of this Agreement is based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2014, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2014, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to Government Code § 12759.

2. **BUDGET**

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Exhibit B. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (CSD 425.1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.
- B. Contractor shall submit the CSD 425.1.4 (CSBG Contract Budget Narrative) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- 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 operating funds of its community action program(s). 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.

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

- 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 date 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 of more than ten percent (10%) to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.

3. ADVANCE PAYMENTS

- A. Due to the likelihood that the U.S. Department of Health and Human Services (HHS) will award the state's CSBG allocation in discrete installments throughout the funding cycle, as funds are made available by a Continuing Resolution of Congress (CR) or other federal government action, CSD will use an estimated or Total Estimated CR Allocation based on ninety percent (90%) of the prior year CSBG grant, to determine Contractor's advance payment amount unless otherwise notified by HHS of the actual total allocation.
- B. Upon execution of this Agreement, CSD shall, in accordance with CA Gov. Code § 12781 (b), issue an advance payment to Contractor in an amount not to exceed twenty-five percent (25%) of Contractor's total allocation for the contract term, if known, or 25% of Contractor's Total Estimated CR Allocation, if the actual total allocation is unknown.
- C. When Contractor's Total Estimated CR Allocation is used to calculate the advance, if the amount stated on its face sheet of this Agreement is less than 25% of Contractor's Total Estimated CR Allocation Contractor shall be advanced the full amount stated on the face sheet. CSD shall pay the remainder of any advance funds due to Contractor upon execution of amendments to this Agreement, as additional funds are awarded by HHS. If HHS fails to provide additional or adequate funding for such purpose during the first six months of the contract term, Contractor will not be entitled to additional advance payments.

**EXHIBIT B  
(Standard Agreement)**

- D. If, during the first six months of the contract term, CSD receives an award letter from HHS which, together with all prior allocations under this Agreement and amendments hereto, exceeds the Total Estimated CR Allocation, CSD shall, upon Contractor's written request, advance up to twenty-five percent (25%) of the difference between to total contract allocation and the Total Estimated CR Allocation.
- E. The advance shall be liquidated as follows:
- 1) Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the first of either of the following occurs:
    - a. Contractor has expended seventy-five percent (75%) of the total contract allocation, if known, or seventy-five percent (75%) of the Total Estimated CR Allocation, if the total contract allocation is not known.
    - b. at the beginning of the seventh monthly (or fourth bimonthly) reporting period of the contract term.
  - 2) To the extent that CSD initiates repayment of the advance, liquidation of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

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.

**EXHIBIT B**  
**(Standard 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.

**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 final congressional appropriation of funds has been determined, 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 2014 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. Monthly/Bimonthly Fiscal Reports**

- 1) Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle cannot be changed and will be in effect throughout the term of this Agreement.

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

- 2) Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG CAA Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the amount of expenditure(s) in the report period. For specific due dates, refer to the CSD provider web site at <http://providers.csd.ca.gov/>.

**B. Payments**

CSD shall issue bimonthly or monthly payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG CAA Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.

Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly/bimonthly Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any current Contract, or previous, the balance(s) may be offset based on arrangements made with the Contractor.

**C. Mid-Year Programmatic Report**

The mid-year programmatic reports cover the programmatic activities from January 1, 2014, through June 30, 2014. Contractor shall complete and submit to CSD the mid-year CSBG/NPI Programs Report (CSD 801) and the CSBG Programmatic Data Client Characteristic Report (CSD 295)-CCR, via e-mail no later than July 20, 2014, to [CSBGReports@csd.ca.gov](mailto:CSBGReports@csd.ca.gov).

**D. Annual Programmatic Reports**

The annual programmatic reports cover the programmatic activities from January 1, 2014, through December 31, 2014. Contractor shall complete the CSBG/NPI Programs Report (CSD 801) and CSBG Programmatic Data Client Characteristic Report (CSD 295)-CCR, and submit to CSD via e-mail no later than January 20, 2015, to [CSBGReports@csd.ca.gov](mailto:CSBGReports@csd.ca.gov).

**E. Community Services Block Grant Information Survey (CSBG/IS)**

- 1) The CSBG/IS covers the period of January 1, 2014, through December 31, 2014. Contractor shall complete and submit to CSD CSBG Fiscal Data—Other Funds (CSD 425.OF), CSBG Fiscal Data—Other Resources (CSD 425.OR), and CSBG Program Accomplishments and Coordination of Funds (CSD 090) annually via email no later than March 1, 2015, to [CSBGIS@csd.ca.gov](mailto:CSBGIS@csd.ca.gov).



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

F. Community Action Plan

Contractor shall submit to CSD a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every other year, pursuant to further guidance by CSD.

G. Close-Out Report

Contractor shall complete and submit all CSD close-out forms within ninety (90) calendar days after the expiration date of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the close-out report by CSD.

- 1) The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest version of the close-out forms is available on the Provider's Website at <http://providers.csd.ca.gov/CSBG/forms/>.
- 2) Final expenditures must be submitted by entry onto EARS.
- 3) All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.
- 4) Subsequent payments for CSBG expenditures and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

H. Transparency Act Reporting

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not required by the IRS to annually file 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 Fiscal Data Series, which shall be attached to this Exhibit B as Attachment I:

CSBG Contract Budget Summary	CSD 425.S
CSBG Budget Support Personnel Cost	CSD 425.1.1
CSBG Budget Support Non Personnel Cost	CSD 425.1.2
CSBG Budget Support Other Agency Operating Funds	CSD 425.1.3
CSBG Contract Budget Narrative	CSD 425.1.4

B. Attachment II

Contractor shall also complete and submit with this agreement the CSD 801(W), which shall reflect a description of projections for the 2014 Contract Year, and shall be attached to this Exhibit B as Attachment II. This information will be used to monitor the outcome of the identified National Performance Indicators relevant to Contractor's programs, activities, problem statement, and delivery strategies.

C. Attachment III

This spreadsheet details the allocation of the Contract Year 2014 CSBG award and the available advances.

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/CSBG/forms/>.

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

**ATTACHMENT I**

**CSBG FISCAL DATA**

CSBG Contract Budget Summary	CSD 425. S
CSBG Budget Support Personnel Costs	CSD 425.1.1
CSBG Budget Support Non-Personnel Costs	CSD 425.1.2
CSBG Budget Support Other Agency Operating Funds	CSD 425.1.3
CSBG Contract Budget Narrative	CSD 425.1.4

**ATTACHMENT I  
 CSBG CONTRACT BUDGET SUMMARY**

Contractor Name:		Contract Number:	Amendment Number:
Prepared By:		Contract Term:	
Telephone Number:		Contract Amount:	
Date:		E-mail Address:	
<b>SECTION 10: ADMINISTRATIVE COSTS</b>			
Line Item			CSBG 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		
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)			
<b>SECTION 20: PROGRAM COSTS</b>			
Line Item			CSBG 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		
Subtotal Section 20: Program Costs			
<b>SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)</b>			
<b>SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG</b>			
<b>SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)</b>			
<b>SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)</b>			



**ATTACHMENT I  
 CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS**

Contractor Name:	Contract Number:	Amendment Number:
Prepared By:	Contract Term:	
Telephone Number:	Contract Amount:	
Date:	E-mail Address:	

*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 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG			
	Section 10: Administrative Costs		Section 20: Program Costs	
List all Operating Expenses	3	sum should equal total on line item 3 of CSD 425.S Budget Summary form	3	sum should equal total on line item 3 of CSD 425.S Budget Summary form
List all Equipment Purchases	4	sum should equal total on line item 4 of CSD 425.S Budget Summary form	4	sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5	sum should equal total on line item 5 of CSD 425.S Budget Summary form	5	sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services	6	sum should equal total on line item 6 of CSD 425.S Budget Summary form		
List all Subcontractor/Consultant Services			6	sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - List each line item (i-iv): Any additional Other Costs (attach additional sheet if necessary)	Section 10: Administrative Costs		Section 20: Program Cost	
i				
ii				
iii				
iv				
Total Other Costs (Sum of i, ii, iii, iv):	7	sum should equal total on line item 7 of CSD 425.S Budget Summary form	7	sum should equal total on line item 7 of CSD 425.S Budget Summary form







**ATTACHMENT I**  
**CSBG CONTRACT BUDGET NARRATIVE**

Contractor Name:	Contract Amount:	Date:
Prepared By:	Contract Number:	Amendment Number:
Telephone Number:	Contract Term:	E-mail Address:

## ATTACHMENT I

### General Guide for Budget Preparation

Use this guide to assist with completing the Budget Summary (425 S), Personnel Costs (425 1.1), Non Personnel Costs (425 1.2), Other Agency Operating Funds (425 1.3), and Budget Narrative (425 1.4).

### Administrative Costs

Administrative costs consist of expenses directly related to functions that do not directly support a specific program or service. Administrative costs relate to the general management of the agency such as executive director functions, accounting, budgeting, personnel and legal services.

### Program Costs

Program costs relate directly to the operation of the program services or activities intended to achieve the program goal(s). Direct program costs include items such as salaries and benefits of program staff, equipment, training, conferences and subcontractor services needed to meet the program goal(s).

### CSBG Contract Budget (425 S)

Reimbursement - Select the applicable reimbursement option either bimonthly or monthly. This option cannot be changed and will be in effect throughout the term of the agreement.

Each summary line item on the CSBG Contract Budget Summary (425 S) for Administrative (Section 10) and Program costs (Section 20) must match the totals listed on the Personnel (425 1.1), Non Personnel (425 1.2), and the Other Agency Operating Funds (425 1.3) budget support forms.

### CSBG Budget Support - Personnel Costs (425 1.1)

#### Salaries and Wages

Include all costs for permanent or temporary staff including regular and overtime pay.

Administrative positions may include executive director, accounting, personnel, or positions that relate to the general management of the agency.

Program positions may include program staff and managers or positions related to the direct program services or activities.

## ATTACHMENT I

### Fringe Benefits

Include costs in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment, workers' compensation, disability insurance, sick leave and accrued vacation.

### **CSBG Budget Support –Non Personnel Cost (425 1.2)**

#### Operating Expenses

Include the cost related to carrying out an organization's day-to-day activities such as (but not limited to) building rent/lease, utilities, office supplies, consumable supplies, printing, phone, internet, staff training, membership dues, postage, and in-state travel costs.

**Note:** Consumable supplies are defined as any article costing less than \$5,000 per unit and have a useful life of less than one year such as printer toner, paper goods, cleaning supplies, etc.

#### Equipment

Equipment is defined as nonexpendable, tangible personal property having a unit cost exceeding \$5,000 and a useful life of more than one year (i.e., vehicle, printer).

**Note:** The listed equipment items must comply with the applicable procurement policies and procedures. Refer to CSD Program Notice (CPN) Administrative A-12-01.

#### Out of State Travel

Out of state travel must include expenses incurred specifically to carry out the program goal. Travel costs are the expenses for transportation, lodging, subsistence and related items incurred by staff traveling on official business for the agency.

#### Contract/Consultant Services (Administrative Cost Only)

Agreement with a contractor to perform services such as payroll, auditor, consultant, legal services, janitorial, or landscape services to support the agency.

**Note:** A consultant is a professional or subject matter expert who advises the organization on strategies (i.e., strategic planning, board recruitment, staff training) to fulfill its administrative functions.

#### Subcontractor/Consultant Services (Program Cost Only)

Agreement with a subcontractor to perform part or all of the program services or activities directly related to meeting the program goals.

## ATTACHMENT I

**Note:** A consultant is a professional or subject matter expert who provides a specific program related service or activity (i.e., train clients on income management) to meet the program goals.

### Other Costs

Include costs that do not fit in the above line items such as indirect costs, and costs directly benefitting the client such as food and housing vouchers, blankets, clothing, etc.

**Note:** The indirect cost rate is defined as the dollar value of the negotiated federal rate and the entire amount can be claimed as long as it is not reimbursed by another funding source. A copy of the approval letter from the cognizant agency, which includes the date of the approval and amount of rate, must be submitted with the budget.

### **Unallowable costs**

Unallowable costs include, but are not limited to:

- Alcoholic Beverages
- Bad debts, including any related collection and legal costs
- Charitable contributions and donations by the organization to others
- Contingency reserves
- Entertainment costs, unless associated with employee morale or meetings related to a specific cost objective
- Fines and penalties resulting from violations by the organization or employees of Federal, State and Local laws and regulations
- Fund-raising costs incurred solely to raise capital or obtain contributions
- Goods and services for personal use of employees
- Idle facilities, unless necessary due to fluctuations in workload
- Insurance of lives of trustees, officers or employees when the organization is a beneficiary
- Lobbying costs as identified in OMB circular A-122

### **Other Agency Operating Funds (425 1.3)**

The other agency operating funds is a detailed list of funding source(s) and amounts funded by each source and used to support the CSBG program administered by the tripartite board. For public entities, all funds under the administration of the advisory or administrative tripartite board should be considered as community action program operating funds.

### **Budget Narrative (425 1.4)**

The budget narrative is a detailed written description which supports each projected budget line item reported in 425 1.1 and 425 1.2. The budget narrative is required and must be submitted with the budget.

(2014 CSBG)

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

**ATTACHMENT II**

CSBG/NPI WORKPLAN

CSD 801 W

ATTACHMENT II

State of California  
 Department of Community Services and Development  
 CSBG/NPI Workplan  
 CSD 801 W (Rev. 4/13)

Contract No. \_\_\_\_\_

CSBG/NPI Workplan

Contractor Name: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Ext. Number \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

*Goal 1: Low-income people become more self-sufficient.*

**NPI 1.1: Employment**

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.1	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
<b>Employment</b> The number and percentage of low-income participants who get a job or become self-employed, as a result of Community Action Assistance, as measured by one or more of the following:	Mid-Year	
A. Unemployed and obtained a job	Annual	
B. Employed and maintained a job for a least 90 days	Mid-Year	
C. Employed and obtained an increase in employment income and/or benefits	Annual	
D. Achieved "living wage" employment and/or benefits	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.</i>	Mid-Year	
	Annual	

ATTACHMENT II

State of California  
 Department of Community Services and Development  
 CSBG/NPI Workplan  
 CSD 801 W (Rev. 4/13)

Contract No. \_\_\_\_\_

CSBG/NPI Workplan

*Goal 1: Low-income people become more self-sufficient.*

**NPI 1.2: Employment Supports**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.2	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
Employment Supports  The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by <u>one or more</u> of the following:		
A. Obtained skills/competencies required for employment	Mid-Year	
B. Completed ABE/GED and received certificate or diploma	Annual	
C. Completed post-secondary education program and obtained certificate or diploma	Mid-Year	
D. Enrolled children in "before" or "after" school programs	Annual	
E. Obtained care for child or other dependant	Mid-Year	
F. Obtained access to reliable transportation and/or driver's license	Annual	
G. Obtained health care services for themselves and/or a family member	Mid-Year	
H. Obtained and/or maintained safe and affordable housing	Annual	
I. Obtained food assistance	Mid-Year	
J. Obtained non-emergency LIHEAP energy assistance	Annual	
K. Obtained non-emergency WX energy assistance	Mid-Year	
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)	Annual	
<i>In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.</i>		
	Mid-Year	
	Annual	

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 CSD 801 W (Rev. 4/12)

Contract No. \_\_\_\_\_

CSBG/NPI Workplan

*Goal 1: Low-income people become more self-sufficient.*

*NPI 1.3: Economic Asset Enhancement and Utilization*

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

<p>National Performance  <u>Indicator 1.3</u>  <b>Economic Asset Enhancement and Utilization</b>                      The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:</p>	<p>Reporting                      Period</p>	<p><b>WORKPLAN</b>                      Number of Participants                      Expected to Achieve Outcome                      in Reporting Period                      (#)</p>
<b>ENHANCEMENT</b>		
<p>A. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits.</p>	<p>Mid-Year                      Annual</p>	
<p>B. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.</p>	<p>Mid-Year                      Annual</p>	
<p>C. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.</p>	<p>Mid-Year                      Annual</p>	
<b>UTILIZATION</b>		
<p>D. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days</p>	<p>Mid-Year                      Annual</p>	
<p>E. Number and percent of participants opening an Individual Development Account (IDA) or other savings account</p>	<p>Mid-Year                      Annual</p>	
<p>F. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings</p>	<p>Mid-Year                      Annual</p>	
<p>G. Number and percent of participants capitalizing a small business with accumulated IDA or other savings</p>	<p>Mid-Year                      Annual</p>	
<p>H. Number and percent of participants pursuing post-secondary education with accumulated IDA or other savings</p>	<p>Mid-Year                      Annual</p>	
<p>I. Number and percent of participants purchasing a home with accumulated IDA or other savings</p>	<p>Mid-Year                      Annual</p>	
<p>J. Number and percent of participants purchasing other assets with accumulated IDA or other savings</p>	<p>Mid-Year                      Annual</p>	
<p><i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i></p>		
	<p>Mid-Year                      Annual</p>	



CSBG/NPI Workplan

Contractor Name: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Ext. Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Goal 2: The conditions in which low-income people live are improved.**

**NPI 2.1: Community Improvement and Revitalization**

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.1 Community Improvement and Revitalization	Reporting Period	WORKPLAN Number of Projects or Initiatives Expected to Achieve in Reporting Period (#)
Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by <u>one or more</u> of the following:		
A. Jobs created, or saved, from reduction or elimination in the community.	Mid-Year	
	Annual	
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community.	Mid-Year	
	Annual	
C. Safe and affordable housing units created in the community	Mid-Year	
	Annual	
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization, or rehabilitation achieved by Community Action activity or advocacy	Mid-Year	
	Annual	
E. Accessible safe and affordable health care services/facilities for low-income people created or saved from reduction or elimination	Mid-Year	
	Annual	
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year	
	Annual	
G. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year	
	Annual	
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.	Mid-Year	
	Annual	
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.</i>	Mid-Year	
	Annual	

**CSBG/NPI Workplan**

**Goal 2: The conditions in which low-income people live are improved.**

**NPI 2.2: Community Quality of Life and Assets**

**Problem Statement:** (if additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (if additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.2		WORKPLAN
Community Quality of Life and Assets  The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by <u>one or more</u> of the following:	Reporting Period	Number of Program Initiatives or Advocacy Efforts Expected to Achieve in Reporting Period (#)
A. Increases in community assets as a result of a change in law, regulation, or policy, which results in improvements in quality of life and assets	Mid-Year	
B. Increase in the availability or preservation of community facilities	Annual	
C. Increase in the availability or preservation of community services to improve public health and safety	Mid-Year	
D. Increase in the availability or preservation of commercial services within low-income neighborhoods	Annual	
E. Increase or preservation of neighborhood quality-of-life resources	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 2.2 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

**Goal 2: The conditions in which low-income people live are improved.**

**NPI 2.3: Community Engagement**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.3	Reporting Period	WORKPLAN Number of Total Contribution by Community Expected to Achieve in Reporting Period (#)
<b>Community Engagement</b>  The number of community members working with Community Action to improve conditions in the community.		
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	Mid-Year	
	Annual	
B. Number of volunteer hours donated to the agency (This will be All volunteer hours)	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 2.3 that were not captured above.</i>		
	Mid-Year	
	Annual	

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Contract No. \_\_\_\_\_

CSBG/NPI Workplan

Contractor Name: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Ext. Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

*Goal 3: Low-income people own a stake in their community.*

**NPI 3.1: Community Enhancement through Maximum Feasible Participation**

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance <u>Indicator 3.1</u> Community Enhancement through Maximum Feasible Participation  The number of volunteer hours donated to Community Action.	Reporting Period	WORKPLAN  Total Number of Volunteer Hours Expected to Achieve in Reporting Period (#)
The total number of volunteer hours donated by <u>low-income</u> individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.)	Mid-Year	
<i>In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.</i>	Annual	
	Mid-Year	
	Annual	

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Contract No. \_\_\_\_\_

**CSBG/NPI Workplan**

*Goal 3: Low-income people own a stake in their community.*

**NPI 3.2: Community Empowerment through Maximum Feasible Participation**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

<p style="text-align: center;">National Performance                      Indicator 3.2                      Community Empowerment through Maximum Feasible Participation</p> <p>The number of low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:</p>	<p style="text-align: center;">Reporting                      Period</p>	<p style="text-align: center;">WORKPLAN                      Number of Low-                      Income People                      Expected to Achieve in                      Reporting Period                      (#)</p>
<p>A. Number of low-income people participating in formal community organizations, government, boards, or councils that provide input to decision making and policy setting through community action efforts</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>B. Number of low-income people acquiring businesses in their community as a result of community action assistance</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>C. Number of low-income people purchasing their own home in their community as a result of community action assistance</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p><i>In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.</i></p>		
	<p>Mid-Year</p>	
	<p>Annual</p>	

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CSBG/NPI Workplan

Contractor Name: \_\_\_\_\_  
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 Phone Number: \_\_\_\_\_ Ext. Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.**  
**NPI 4.1: Expanding Opportunities through Community-Wide Partnerships**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 4.1  Expanding Opportunities through Community-Wide Partnerships  The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	Reporting Period	WORKPLAN	
		I Number of Organizations Expected to Achieve in Reporting Period (#)	II Number of Partnerships Expected to Achieve (#)
A. Non-Profit	Mid-Year		
	Annual		
B. Faith Based	Mid-Year		
	Annual		
C. Local Government	Mid-Year		
	Annual		
D. State Government	Mid-Year		
	Annual		
E. Federal Government	Mid-Year		
	Annual		
F. For-Profit Business or Corporation	Mid-Year		
	Annual		
G. Consortiums/Collaboration	Mid-Year		
	Annual		
H. Housing Consortiums/Collaboration	Mid-Year		
	Annual		
I. School Districts	Mid-Year		
	Annual		
J. Institutions of postsecondary education/training	Mid-Year		
	Annual		
K. Financial/Banking Institutions	Mid-Year		
	Annual		
L. Health Service Institutions	Mid-Year		
	Annual		
M. State wide associations or collaborations	Mid-Year		
	Annual		
<i>In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.</i>			
	Mid-Year		
	Annual		

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Contractor Name: \_\_\_\_\_  
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 Phone Number: \_\_\_\_\_ Ext. Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

*Goal 5: Agencies increase their capacity to achieve results.*  
**NPI 5.1: Agency Development**

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 5.1	Reporting Period	WORKPLAN Number of Resources in Agency Expected to Achieve in Reporting Period (#)
<b>Agency Development</b> The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:		
A. Number of Certified Community Action Professionals	Mid-Year	
	Annual	
B. Number of Nationally Certified ROMA Trainers	Mid-Year	
	Annual	
C. Number of Family Development Certified Trainers	Mid-Year	
	Annual	
D. Number of Child Development Certified Trainers	Mid-Year	
	Annual	
E. Number of staff attending trainings	Mid-Year	
	Annual	
F. Number of Board Members attending trainings	Mid-Year	
	Annual	
G. Hours of staff in trainings	Mid-Year	
	Annual	
H. Hours of Board Members in trainings	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators that were not captured above.</i>		
	Mid-Year	
	Annual	

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CSBG/NPI Workplan

Contractor Name: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Ext. Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

**NPI 6.1: Independent Living**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.1	Reporting Period	WORKPLAN Number of Vulnerable Individuals Living Independently Expected to Achieve in Reporting Period (#)
<b>Independent Living</b>  The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:		
A. Senior Citizens ( <i>seniors can be reported twice, once under Senior Citizens and again, if they are disabled, under Individuals with Disabilities, ages 55-over.</i> )	Mid-Year	
B. Individuals with Disabilities	Annual	
Ages:	Mid-Year	
a. 0-17	Annual	
b. 18-54	Mid-Year	
c. 55-over	Annual	
d. Age Unknown	Mid-Year	
<b>TOTAL Individuals with Disabilities (automatically calculates)</b>	Annual	
In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.	Mid-Year	
	Annual	



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**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

**NPI 6.2: Emergency Assistance**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.2	Reporting Period	WORKPLAN Number of Individuals Expected to Achieve in Reporting Period (#)
<b>Emergency Assistance</b>		
The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such service as:		
A. Emergency Food	Mid-Year	
	Annual	
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources	Mid-Year	
	Annual	
C. Emergency Rent or Mortgage Assistance	Mid-Year	
	Annual	
D. Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.)	Mid-Year	
	Annual	
E. Emergency Temporary Shelter	Mid-Year	
	Annual	
F. Emergency Medical Care	Mid-Year	
	Annual	
G. Emergency Protection from Violence	Mid-Year	
	Annual	
H. Emergency Legal Assistance	Mid-Year	
	Annual	
I. Emergency Transportation	Mid-Year	
	Annual	
J. Emergency Disaster Relief	Mid-Year	
	Annual	
K. Emergency Clothing	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.</i>		
	Mid-Year	
	Annual	

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CSBG/NPI Workplan

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

**NPI 6.3: Child and Family Development**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.3	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
<b>Child and Family Development</b>		
The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following:		
<b>INFANTS &amp; CHILDREN</b>		
A. Infants and children obtain age appropriate immunizations, medical, and dental care	Mid-Year	
	Annual	
B. Infant and child health and physical development are improved as a result of adequate nutrition	Mid-Year	
	Annual	
C. Children participate in pre-school activities to develop school readiness skills	Mid-Year	
	Annual	
D. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	Mid-Year	
	Annual	
<b>YOUTH</b>		
E. Youth improve health and physical development	Mid-Year	
	Annual	
F. Youth improve social/emotional development	Mid-Year	
	Annual	
G. Youth avoid risk-taking behavior for a defined period of time	Mid-Year	
	Annual	
H. Youth have reduced involvement with criminal justice system	Mid-Year	
	Annual	
I. Youth increase academic, athletic, or social skills for school success	Mid-Year	
	Annual	
<b>PARENTS AND OTHER ADULTS</b>		
J. Parents and other adults learn and exhibit improved parenting skills	Mid-Year	
	Annual	
K. Parents and other adults learn and exhibit improved family functioning skills	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.</i>		
	Mid-Year	
	Annual	

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Contract No. \_\_\_\_\_

CSBG/NPI Workplan

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

**NPI 6.4: Family Supports**

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance <u>Indicator 6.4</u> Family Supports (Seniors, Disabled and Caregivers)  Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	Reporting Period	WORKPLAN  Number of Participants Expected to Achieve Outcome in Reporting Period (#)
A. Enrolled children in before or after school programs	Mid-Year	
	Annual	
B. Obtained care for child or other dependent	Mid-Year	
	Annual	
C. Obtained access to reliable transportation and/or driver's license	Mid-Year	
	Annual	
D. Obtained health care services for themselves or family member	Mid-Year	
	Annual	
E. Obtained and/or maintained safe and affordable housing	Mid-Year	
	Annual	
F. Obtained food assistance	Mid-Year	
	Annual	
G. Obtained non-emergency LIHEAP energy assistance	Mid-Year	
	Annual	
H. Obtained non-emergency WX energy assistance	Mid-Year	
	Annual	
I. Obtained other non-emergency energy assistance. (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 6.4 that were not captured above.</i>		
	Mid-Year	
	Annual	

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CSBG/NPI Workplan

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

**NPI 6.5: Service Counts**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

National Performance <u>Indicator 6.5</u>  Service Counts The number of services provided to low-income individuals and/or families, as measured by <u>one or more</u> of the following:	Reporting Period	WORKPLAN Number of Services Expected in Reporting Period (#)
A. Food Boxes	Mid-Year	
B. Pounds of Food	Annual	
C. Units of Clothing	Mid-Year	
D. Rides Provided	Annual	
E. Information and Referral Calls	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 6.5 that were not captured above.</i>		
	Mid-Year	
	Annual	

ATTACHMENT II

## CSBG/NPI Workplan Instructions

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**Purpose** The CSBG/NPI Work Plan (CSD 801 W) establishes performance expectations and goals for the contract term. The CSD 801 W must be completed and returned annually with the contract.

**Suggested Tools** When projecting data for the contract term, use the suggested tools below as a guide:

- Review your Community Action Plan (CAP) data.
  - CAP projected work plan must correspond to the contract work plan data.
- National Performance Indicators (NPI) Instruction Manual\* (Version 1 updated 2013)
- The Targeting Field Manual\*

\*documents accessible on the CSD's Providers' website on the Forms page

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**Workplan Format** The CSD 801 W consists of orange tabs within the excel workbook. Complete the applicable work plan Goals 1 - 6 and return with the contract. There are six goals and under each goal is a list of indicators, problem statement, program activities and delivery strategies that pertain to that goal.

- The first orange tab is the Workplan Instructions
- The subsequent orange tabs are the Workplan Goals 1 through 6.

Note: The green tabs will be used later in the contract term when reporting the progress on achieving goals during the mid-year (January – June) and annual (January – December) reporting periods.

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**Completing the NPI Workplan**

- On the "Goal 1 Workplan" tab enter the contract number, contractor's name, contact person and title, phone number, e-mail address and fax number. This information will only need to be provided once. The data will automatically populate into all other tabs from the "Goal 1" tab.
- Project the number of participants expected to achieve the performance indicator(s) identified in Goals 1 – 6 that represents the outcome(s) of the planned program activities during the contract term. If the indicator does not apply to the planned program activities leave the cell blank.

## CSBG/NPI Workplan Instructions, Con't

- **Problem Statement:** In this section clearly and thoroughly describe the problems facing low-income individuals in the community as it relates to achieving each goal. This information should be detailed and include the following:
  - What is the problem?
  - What is the cause of the problem?
  - Who is affected?
  - Location of those affected?
  
- **Program Activities and Delivery Strategies:** In this section, provide a detailed description of the planned program activities to be undertaken in order to alleviate the barriers identified in the problem statement.
  
- **Number of Participants Expected to Achieve Outcome in Reporting Period:** This column will be filled out on the CSD 801 W for Goals 1 through 6. Provide the number of participants expected to achieve the goal at the mid-year and annual reporting periods for each indicator. The workplan numbers will automatically populate into the reporting (green) tabs for Goals 1 through 6.

Note: ALL DATA FIGURES should be NUMERICAL. Do not use percentages, fractions, abbreviations or alpha text.

### Sample of NPI Workplan

*Goal 1: Low-income people become more self-sufficient.*

**NPI 11: Employment**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)  
 Young women and men in Sacramento County have a difficult time finding gainful employment due to a lack of skills and education. When employed, this population commonly is employed in minimum wage jobs that do not provide health benefits.

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)  
 The youth job program will provide job search and resume assistance in the Young People to Work Program. This program will track individuals in the program to ensure they are in employment that will be maintained and increase their wages.

National Performance Indicator 1.1	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
<b>Employment</b> The number and percentage of low-income participants who get a job or become self-employed, as a result of Community Action Assistance, as measured by one or more of the following:		
A. Unemployed and obtained a job	Mid-Year Annual	
B. Employed and maintained a job for a least 90 days	Mid-Year Annual	
C. Employed and obtained an increase in employment income and/or benefits	Mid-Year Annual	
D. Achieved "living wage" employment and/or benefits	Mid-Year Annual	
<i>In the rows below, please include any additional indicators for AFY 11 that were not captured above.</i>		
	Mid-Year Annual	

(2014 CSBG)

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

**ATTACHMENT III**

2014 CSBG ALLOCATION SPREADSHEET

Contract Year 2014 CSBG Allocation Spreadsheet

State of California  
 Department of Community Services and Development  
 2014 CSBG Estimated Allocation  
 CAAs

Attachment III

County	Agency	Contract Number	2014 ESTIMATED ALLOCATION			Total Advance Available**
			A Total Estimated Allocation (For Budgeting)	B First Release (11/01/13) PCA#6114	C Total 2014 Contract	
Alameda	Berkeley Community Action Agency	14F-3001	212,357	75,674	75,674	53,089
Alameda	City of Oakland, Department of Human Services	14F-3002	1,077,711	384,043	384,043	269,428
Alpine	Inyo Mono Advocates for Community Action, Inc.	14F-3003	1,041	371	371	280
Amador/Tuolumne	Amador/Tuolumne Community Action Agency	14F-3004	207,918	74,092	74,092	51,980
Butte	Community Action Agency of Butte County, Inc.	14F-3005	287,499	102,450	102,450	71,875
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	14F-3006	207,384	73,901	73,901	51,846
Colusa	SEE GLENN					
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	14F-3007	676,851	241,196	241,196	169,213
Del Norte	Del Norte Senior Center	14F-3008	40,724	14,512	14,512	0
EI Dorado	EI Dorado County Department of Human Services	14F-3009	227,543	81,085	81,085	56,886
Fresno	Fresno County Economic Opportunities Commission	14F-3010	1,475,843	525,918	525,918	368,961
Glenn/Colusa/Trinity	Glenn County Human Resource Agency	14F-3011	208,546	74,316	74,316	52,137
Humboldt	Redwood Community Action Agency	14F-3012	214,207	76,333	76,333	53,552
Imperial	Campesinos Unidos, Inc.	14F-3013	249,349	88,856	88,856	62,337
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	14F-3014	205,975	73,399	73,399	51,494
Kern	Community Action Partnership of Kern	14F-3015	1,185,301	422,383	422,383	296,325
Kings	Kings Community Action Organization, Inc.	14F-3016	239,660	85,403	85,403	59,915
Lake/Mendocino	North Coast Opportunities	14F-3017	434,886	154,972	154,972	108,722
Lassen/Plumas/Sierra	Lassen/Plumas/Sierra Community Action Agency	14F-3018	207,118	73,807	73,807	51,780
Los Angeles	Foothill Unity Center	14F-3019	256,489	91,400	91,400	64,122
Los Angeles	Long Beach Community Services Development Corp. Inc.	14F-3020	626,328	223,192	223,192	156,582
Los Angeles	County of Los Angeles Dept. of Public Social Services	14F-3021	4,831,887	1,721,847	1,721,847	1,207,972
Los Angeles	City of Los Angeles, CDD, HS & NDD	14F-3022	5,232,992	1,864,780	1,864,780	1,308,248
Madera	Community Action Partnership of Madera County, Inc.	14F-3023	222,074	79,136	79,136	55,519
Marin	Community Action Marin	14F-3024	214,611	76,477	76,477	53,653
Mariposa	SEE CALAVERAS					
Mendocino	SEE LAKE					
Merced	Merced County Community Action Agency	14F-3025	397,402	141,615	141,615	99,351
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	14F-3026	208,546	74,316	74,316	52,137
Mono	SEE INYO					
Monterey	Monterey County Community Action Partnership	14F-3027	398,183	141,893	141,893	99,546
Napa	Community Action Napa Valley	14F-3028	228,371	81,380	81,380	57,093
Nevada	Nevada County Dept. of Housing & Community Services	14F-3029	215,878	76,928	76,928	53,970
Orange	Community Action Partnership of Orange County	14F-3030	2,175,000	775,063	775,063	543,750



State of California  
 Department of Community Services and Development  
 2014 CSBG Estimated Allocation  
 CAAs

Attachment III

County	Agency	Contract Number	2014 ESTIMATED ALLOCATION			Total Advance Available**
			A Total Estimated Allocation (For Budgeting)	B First Release (11/01/13) PCA-40114	C Total 2014 Contract*	
Placer	Project Go, Inc.	14F-3031	266,043	94,805	94,805	66,511
Plumas	SEE LASSEN					
Riverside	Community Action Partnership of Riverside County	14F-3032	2,069,392	737,429	737,429	517,348
Sacramento	Sacramento Employment and Training Agency	14F-3033	1,406,328	501,146	501,146	351,582
San Benito	San Benito County DCS & WD	14F-3034	213,207	75,976	75,976	53,302
San Bernardino	Community Action Partnership of San Bernardino County	14F-3035	2,142,857	763,609	763,609	535,714
San Diego	County of San Diego, H&HSA, CAP	14F-3036	2,654,256	945,846	945,846	663,564
San Francisco	Economic Opportunity Council of San Francisco	14F-3037	680,480	242,490	242,490	170,120
San Joaquin	San Joaquin County Dept. of Aging & Community Services	14F-3038	775,893	276,490	276,490	193,973
San Luis Obispo	CAP of San Luis Obispo County, Inc.	14F-3039	236,757	84,369	84,369	59,189
San Mateo	San Mateo County Human Services Agency	14F-3040	360,835	128,584	128,584	90,209
Santa Barbara	Community Action Commission of Santa Barbara Co., Inc.	14F-3041	421,704	150,275	150,275	105,426
Santa Clara	Sacred Heart Community Services	14F-3042	1,126,652	401,483	401,483	281,663
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	14F-3043	230,938	82,295	82,295	57,735
Shasta	Shasta County Community Action Agency	14F-3044	238,327	84,928	84,928	59,582
Sierra	SEE LASSEN					
Siskiyou	SEE MODOC					
Solano	Community Action Partnership of Solano County	14F-3045	306,135	109,091	109,091	76,534
Sonoma	Community Action Partnership of Sonoma County	14F-3046	357,048	127,234	127,234	89,262
Stanislaus	Central Valley Opportunity Center, Inc.	14F-3047	609,539	217,210	217,210	152,385
Sutter	Sutter County Community Action Agency	14F-3048	214,184	76,325	76,325	53,546
Tehama	Tehama County Community Action Agency	14F-3049	227,241	80,978	80,978	56,810
Trinity	SEE GLENN					
Tulare	Community Services & Employment Training, Inc.	14F-3050	715,153	254,845	254,845	178,788
Tuolumne	SEE AMADOR					
Ventura	Community Action of Ventura County, Inc.	14F-3051	542,707	193,394	193,394	135,677
Yolo	County of Yolo, Dept. of Employment & Social Services	14F-3052	234,403	83,530	83,530	58,601
Yuba	Yuba County Community Services Commission	14F-3053	216,874	77,283	77,283	54,219
TOTAL, all counties			38,614,627	13,760,353	13,760,353	9,643,483

\* Equals contract facesheet (STD 213, item 3)

\*\* Represents 25% of the Total Estimated Allocation (For Budgeting)

State of California  
 Department of Community Services and Development  
 2014 CSBG Estimated Allocation  
 Non-CAAs

Attachment III

NATIVE AMERICAN INDIANS

Agency	Contract Number	2014 ESTIMATED ALLOCATION			Total Advance Available**
		A Total Estimated Allocation (For Budgeting)	B First Release (11/01/13) PCA 40214	C Total 2014 Contract	
Karuk Tribe of California (Core Funding)	14F-3054	42,000	14,967	14,967	10,500
Karuk Tribe of California	14F-3055	61,711	21,991	21,991	15,428
NCIDC (Core Funding)	14F-3056	122,000	43,475	43,475	30,500
NCIDC/LIFE (Core Funding)	14F-3057	(Included with NCIDC below)			
NCIDC	14F-3057	1,534,043	546,656	546,656	383,511
LAC/County NAIC of Los Angeles	14F-3068	219,182	78,106	78,106	54,796
<b>TOTAL</b>		<b>1,978,936</b>	<b>705,195</b>	<b>705,195</b>	<b>494,735</b>

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	2014 ESTIMATED ALLOCATION			Total Advance Available**
		A Total Estimated Allocation (For Budgeting)	B First Release (11/01/13) PCA 40214	C Total 2014 Contract	
California Human Development Corporation	14F-3059	1,167,065	415,885	415,885	291,766
Proteus, Inc.	14F-3060	1,877,452	669,031	669,031	469,363
Central Valley Opportunity Center, Inc.	14F-3061	456,678	162,738	162,738	114,170
Center for Employment Training	14F-3062	1,573,000	560,540	560,540	393,250
<b>TOTAL</b>		<b>5,074,195</b>	<b>1,808,194</b>	<b>1,808,194</b>	<b>1,268,549</b>

LIMITED PURPOSE AGENCIES (DISCRETIONARY FUNDS)

Agency	Contract Number	2014 ALLOCATION			Total Advance Available**
		A Total Allocation (For Budgeting)	B First Release (11/01/13) PCA 40214	C Total 2014 Contract	
Campeños Unidos, Inc.	14F-3063	81,846	81,846	81,846	20,462
Community Design Center	14F-3064	123,262	123,262	123,262	30,816
Del Norte Senior Center	14F-3065	89,600	89,600	89,600	0
Rural Community Assistance Corporation	14F-3066	138,053	138,053	138,053	34,513
<b>TOTAL</b>		<b>432,761</b>	<b>432,761</b>	<b>432,761</b>	<b>85,791</b>

\* Equals contract facesheet (STD 213, Item 3)  
 \*\* Represents 25% of the Total Estimated Allocation (For Budgeting)

**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.

6. DISPUTES

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

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

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.

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.

**EXHIBIT C**  
**(Standard 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.

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 ROSTER, BYLAWS, RESOLUTION AND MINUTES

A. Concurrent with Contractor's submission of this Agreement, Contractor shall submit to CSD the following:

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

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.

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

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

9. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the most current CSD Supplemental Audit Guide. The most current Supplemental Audit Guide is attached herein as Exhibit D, Attachment II and may also 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, December 2011 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  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

**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 801, or b) remove program(s) previously projected on the CSD 801 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 Contractor user.

C. Data Sensitivity

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

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.

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

- 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."

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.

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

14. SCHEDULE OF ATTACHMENTS

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

ATTACHMENT I EXECUTIVE DIRECTOR AND BOARD ROSTER (CSD 188)  
ATTACHMENT II SUPPLEMENTAL AUDIT GUIDE

(2014 CSBG)

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

**ATTACHMENT I**

EXECUTIVE DIRECTOR AND BOARD ROSTER (CSD 188)

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 Executive Director and Board Roster  
 CSD 188 New

Received by CSD:

Executive Director and Board Roster

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

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

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

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

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  
CSD 188 New

Received by CSD:

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



(2014 CSBG)

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

**ATTACHMENT II**

**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

	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	\$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 -**

Attachment No. 2

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

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	\$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	\$6,400
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>
Revenue over/(under) costs			(\$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.

**- CSBG Contracts -**

Attachment No. 4

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

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	\$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.

**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 45 CFR Part 92 (OMB Circular A-102 for state and local governments ) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.

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

- 5) If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding "Adequate justification" must include, but is not limited to:
  - a. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
  - b. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and
  - c. Analysis of cost(s) to demonstrate reasonability.
- 6) Emergency Procurements. In cases of 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.
- 7) CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
  - a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
  - b. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 8) In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 9) Noncompliance with any of the provisions in this Section 2 shall result in a disallowance of the costs of the procurement transaction.

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

- 10) 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.

**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.

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

- 3) Rehabilitation Act of 1973, as amended.
- 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

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.

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

D. Political Activities

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

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.



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

- 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).

7. RECORD-KEEPING

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

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

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

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

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.

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/>

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

- 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."

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. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) IDENTIFICATION CODE AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM/>.

**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.

Continuing Resolution: An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.

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

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

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

PROGRAM: Community Services Block Grant

PERIOD: January 1, 2014 through December 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.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p style="text-align: center;">For Material Change Only:  year _____ quarter _____  date of Last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee  Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known: _____</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI):</b></p>		<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$ _____      <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:      <input type="checkbox"/> Yes      <input type="checkbox"/> No</b></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p><b>Authorized for Local Reproductions Standard Form - LLL</b></p>



**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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

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

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

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