

TRANSMITTAL

To:

THE COUNCIL

Date: 08/18/2016

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



(Ana Guerrero)

ERIC GARCETTI
Mayor



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Community Services & Development Bureau
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Council File: New
Council District: Citywide
Contact Persons: Ruth Rodrigues/808-8445
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August 17, 2016

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST FOR AUTHORITY TO ACCEPT THE 2016 COMMUNITY SERVICES BLOCK GRANT (CSBG) DISCRETIONARY TARGETED INITIATIVE AWARD AND RELATED ACTIONS

SUMMARY

The Los Angeles Housing and Community Investment Department (HCIDLA) is requesting authority to accept the 2016 Community Services Block Grant (CSBG) Discretionary Targeted Initiative award from the California Department of Community Services and Development (CSD), in an amount not to exceed \$17,000. Additionally, HCIDLA requests authority to execute the CSBG Contract No. 16F-5509 and subsequent amendments with CSD for the agreement period (June 15, 2016 through December 31, 2016).

The CSBG Discretionary Targeted Initiative award funds will supplement the \$6.5 million CSBG award that funds the FamilySource Center System, composed of nonprofit agencies operating antipoverty programs (CF 16-0635). The discretionary funds will be used for capacity building and travel for the Community Action Board and staff.

The citizen oversight board for the CSBG funds is the Community Action Board (CAB). A report has been sent to the CAB that includes a recommendation to approve the 2016 CSBG Discretionary Targeted Initiative contract. The report was heard at the August 16, 2016 CAB meeting.

RECOMMENDATIONS

The General Manager of the Los Angeles Housing and Community Investment Department (HCIDLA) respectfully requests that:

- I. Your office schedule this transmittal at the next available meeting(s) of the appropriate City Council committee(s) and forward it to City Council for review and approval immediately thereafter;
- II. The City Council, subject to the approval of the Mayor, take the following actions:
 - A. Authorize the HCIDLA General Manager, or designee, to:
 - 1. Accept the 2016 Community Services Block Grant (CSBG) Discretionary Targeted Initiative award from the State of California, Department of Community Services and Development (CSD) on behalf of the City;
 - 2. Execute and return to CSD the signed CSBG Contract No. 16F-5509 with the required supporting documentation, subject to review by the City Attorney as to form; and
 - 3. Execute any subsequent amendments to the CSBG Contract No. 16F-5509, subject to City Attorney review.
 - B. Approve the use of CSBG funds for capacity building and travel for the period June 15, 2016 through December 31, 2016 as follows, subject to State appropriations of 2016 CSBG funds:

Program Costs

CSBG Discretionary Targeted Initiative \$17,000

- C. Authorize the Controller to:
 - 1. Increase appropriation in the amount of \$17,000 within the Community Services Block Grant Fund No. 428 Account No. 43N143 Housing.
 - 2. Increase appropriations in the amount totaling \$17,000 within the HCIDLA Fund No. 100/43 as follows:

Account	Account Name	Amount
006010	Office and Admin Expenses	\$17,000
	Total	\$17,000

- 3. Expend funds upon proper demand of the General Manager of HCIDLA or designee.
 - 4. Establish a receivable from CSD in the amount of \$17,000 within the CSBG Fund No. 428.
 - D. Authorize the General Manager of HCIDLA, or designee, to prepare any Controller's instructions needed to implement actions approved by the Council and Mayor on matters presented in or deriving from this transmittal, and/or to make necessary technical adjustments, subject to the approval of the City Administrative Officer; and further, request that the Controller implement the instructions.

BACKGROUND

HCIDLA administers the CSBG grant on behalf of the City. Each year, the US Department of Health and Human Services allocates funding to states, which in turn awards CSBG funds to designated Community Action Agencies (CAA), as established under grant requirements. HCIDLA is the designated CAA for the City of Los Angeles and administers the CSBG grant on behalf of the City.

The State has notified the City that it was awarded an additional \$17,000 to supplement the 2016 CSBG award, \$6,544,449, which funds the FamilySource Center System. The State has indicated that Community Action Agencies may use the CSBG discretionary funding to support a variety of Community Action Agency needs in the following areas:

- Capacity Building/Infrastructure Support for meeting organizational standards, addressing challenges with data collection, or developing threat mitigation plans
- Funding to support programs combating homelessness in the community
- Funding that supports outreach to increase use and awareness for both the federal and state Earned Income Tax Credit programs.

Given recent changes in membership on the CAB and changes in staffing, the City intends to use the funds for capacity building and any associated travel for CAB and staff members.

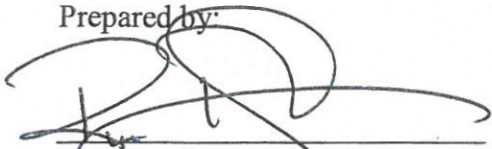
Role of Community Action Board

The Community Action Board (CAB) is a 15-member advisory board made up of representatives of the City's poverty, private and public sectors who are approved by the City Council, subject to the Mayor's concurrence. The CAB advises the Mayor and City Council on issues relating to the CSBG, and plays an important role in overseeing HCIDLA programs funded through the CSBG program. The State requires the CAB to review and approve the CSBG contract before it can be executed. A report has been sent to the CAB that includes a recommendation to approve the 2016 CSBG Discretionary Targeted Initiative contract. The report will be heard at the August 16, 2016 CAB meeting.

FISCAL IMPACT STATEMENT

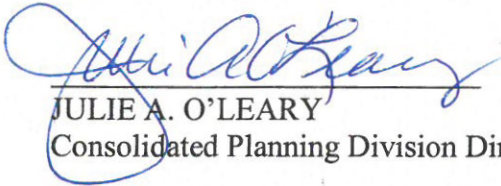
The CSBG contributes to the fringe benefits and related costs for the portion of staff time spent working on the grant.

Prepared by:



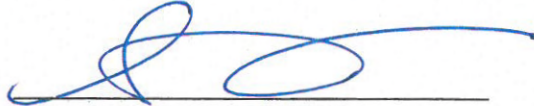
RUTH RODRIGUES
Management Analyst II

Reviewed by:



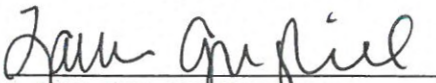
JULIE A. O'LEARY
Consolidated Planning Division Director

Reviewed by:



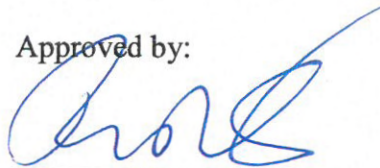
ABIGAIL R. MARQUEZ
Assistant General Manager

Reviewed by:



LAURA K. GUGLIELMO
Executive Officer

Approved by:



RUSHMORE D. CERVANTES
General Manager

RDC:LG:ARM:JO:RR

Attachments: CSBG Budget
Agreement with the State of California

2016 CSBG DISCRETIONARY
TARGETED INITIATIVES

AGENCY	CONTRACT #	AMOUNT
Amador/Tuolumne Community Action Agency	16F-5501	17,000
Berkeley Community Action Agency	16F-5502	17,000
Calaveras-Mariposa Community Action Agency	16F-5503	17,000
California Human Development Corporation	16F-5504	17,000
Campesinos Unidos, Inc.	16F-5505	17,000
CAP of San Luis Obispo County, Inc.	16F-5506	17,000
Center for Employment Training	16F-5507	17,000
Central Valley Opportunity Center, Inc.	16F-5508	17,000
City of Los Angeles Housing & Community Investment Dept.	16F-5509	17,000
City of Oakland, Department of Human Services	16F-5510	17,000
Community Action Agency of Butte County, Inc.	16F-5511	17,000
Community Action Board of Santa Cruz County, Inc.	16F-5512	17,000
Community Action Commission of Santa Barbara County	16F-5513	17,000
Community Action Marin	16F-5514	17,000
Community Action Napa Valley	16F-5515	17,000
Community Action of Ventura County, Inc.	16F-5516	17,000
Community Action Partnership of Kern	16F-5517	17,000
Community Action Partnership of Madera County, Inc.	16F-5518	17,000
Community Action Partnership of Orange County	16F-5519	17,000
Community Action Partnership of Riverside County	16F-5520	17,000
Community Action Partnership of San Bernardino County	16F-5521	17,000
Community Action Partnership of Solano, JPA	16F-5522	17,000
Community Action Partnership of Sonoma County	16F-5523	17,000
Community Services & Employment Training, Inc.	16F-5524	17,000
Contra Costa Employment & Human Services Dept/CSB	16F-5525	17,000
County of Los Angeles Dept. of Public Social Services	16F-5526	17,000
County of San Diego, H&HSA, CAP	16F-5527	17,000
County of Yolo Health and Human Services Agency	16F-5528	17,000
Del Norte Senior Center, Inc.	16F-5529	17,000
Economic Opportunity Council of San Francisco, Inc.	16F-5530	17,000
El Dorado County Health and Human Services Agency	16F-5531	17,000
Foothill Unity Center, Inc.	16F-5532	17,000
Fresno County Economic Opportunities Commission	16F-5533	17,000
Glenn County Health and Human Services Agency	16F-5534	17,000
Inyo Mono Advocates for Community Action, Inc.	16F-5535	17,000
Karuk Tribe of California	16F-5536	17,000
Kings Community Action Organization, Inc.	16F-5537	17,000
LAC/County NAIC of Los Angeles	16F-5538	17,000
Long Beach Community Action Partnership	16F-5539	17,000
Merced County Community Action Agency	16F-5540	17,000
Modoc-Siskiyou Community Action Agency	16F-5541	17,000
Monterey County Community Action Partnership	16F-5542	17,000
NCIDC, Inc.	16F-5543	17,000
Nevada County Dept. of Housing & Community Services	16F-5544	17,000
North Coast Opportunities, Inc.	16F-5545	17,000
Plumas County Community Development Commission	16F-5546	17,000
Project GO, Inc.	16F-5547	17,000
Proteus, Inc.	16F-5548	17,000
Redwood Community Action Agency	16F-5549	17,000
Sacramento Employment and Training Agency	16F-5550	17,000
Sacred Heart Community Service	16F-5551	17,000
San Benito County H&HSA, CS & WD	16F-5552	17,000
San Joaquin County Dept. of Aging & Community Services	16F-5553	17,000
San Mateo County Human Services Agency	16F-5554	17,000
Shasta County Community Action Agency	16F-5555	17,000
Sutter County Community Action Agency	16F-5556	17,000
Tehama County Community Action Agency	16F-5557	17,000
Yuba County Community Services Commission	16F-5558	17,000
TOTAL		<u>986,000</u>

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

TABLE OF CONTENTS

PART I..... 1

PREAMBLE..... 1

ARTICLE 1 – SCOPE OF WORK 1

1.1 General..... 1

1.2 Term and Amount of Agreement..... 2

1.3 Service Area..... 2

1.4 Legal Authorities – Program Requirements, Standards and Guidance..... 2

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE 4

2.1 Base Contract and Whole Agreement..... 4

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 610” 5

2.3 Contractor’s Option of Termination 5

2.4 Budget Contingencies 6

2.5 Miscellaneous Provisions..... 7

PART II..... 9

Subpart A – Administrative Requirements..... 9

ARTICLE 3 – AGREEMENT CHANGES..... 9

3.1 Amendment..... 9

3.2 Minor Modification..... 9

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES 10

4.1 Board Roster, Bylaws, Resolution and Minutes 10

4.2 Internal Control Certification..... 11

4.3 Record Retention 12

4.4 Insurance Requirements..... 12

4.5 Specific Insurance Requirements..... 13

4.6 System Security Requirements 14

4.7 Travel and Per Diem 16

4.8 Codes of Conduct..... 17

4.9 Conflict of Interest 17

4.10 Procurement Standards 18

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4.11 Use and Disposition of Vehicles and Equipment	19
4.12 Subcontracts	20
Subpart B – Financial Requirements	23
ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS	23
5.1 Budget	23
5.2 Advance Payments	24
5.3 Payments	25
ARTICLE 6 – FINANCIAL REPORTING	26
6.1 Monthly Fiscal Reports	26
6.2 Close-Out Report	26
6.3 Transparency Act Reporting	27
Subpart C – Programmatic Requirements	28
ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS AND REPORTING	28
7.1 Program Implementation and Guidance	32
7.2 Fair Hearing for Denial of Client benefits by Contractor	28
7.3 Organizational Standards	29
7.4 Programmatic Reporting	29
Subpart D – Compliance Requirements	31
ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES	31
8.1 Right to Monitor, Audit and Investigate	31
8.2 Compliance Monitoring	31
8.3 Auditing Standards and Reports	33
8.4 Enforcement Actions Resulting from Noncompliance with this Agreement	35
Subpart E – Certifications and Assurances	42
ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS	42
9.1 Certifications	42
9.2 Federal Certification Regarding Debarment, Suspension and Related Matters	42
9.3 Affirmative Action Compliance	43
9.4 Nondiscrimination Compliance	44
9.5 Specific Assurances	44
9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements	45

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart F – State Contracting Requirements 46

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 610..... 46

10.1 APPROVAL 46

10.2 AMENDMENT..... 46

10.3 ASSIGNMENT..... 46

10.4 AUDIT..... 46

10.5 INDEMNIFICATION..... 46

10.6 DISPUTES 46

10.7 TERMINATION FOR CAUSE..... 46

10.8 INDEPENDENT CONTRACTOR..... 47

10.9 RECYCLING CERTIFICATION 47

10.10 NON-DISCRIMINATION CLAUSE..... 47

10.11 CERTIFICATION CLAUSES..... 47

10.12TIMELINESS..... 47

10.13 COMPENSATION 47

10.14 GOVERNING LAW 48

10.15 ANTITRUST CLAIMS..... 48

10.16 CHILD SUPPORT COMPLIANCE ACT 48

10.17 UNENFORCEABLE PROVISION 49

10.18 PRIORITY HIRING CONSIDERATIONS..... 49

10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING
REQUIREMENTS 49

10.20 LOSS LEADER..... 49

Subpart G – Definitions 50

Subpart H – Table of Forms and Attachments..... 53

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) Targeted Initiative Contract (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

A. Program Purposes

The purpose of the contract is to provide discretionary funds to support Community Action Agency training and technical assistance needs that will enable agencies to build capacity and operate more efficiently to meet Organizational Standards; to support programs that focus on serving the homeless population; and to support programs, services and outreach that help low-income people claim the Earned Income Tax Credit. Funding is provided under three categories: Capacity Building, Homelessness, and Earned Income Tax Credit, utilizing CSBG discretionary funding.

Contractors participating in Targeted Initiative projects shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Agencies using discretionary funds for capacity building purposes shall obtain training and technical assistance that supports enhancements that will benefit the CSBG program. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.

B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

1.2 Term and Amount of Agreement

A. The term of this Agreement shall be as specified on the face sheet (STD. 213).

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2016 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

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

1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75.

B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. Agreed-upon Contract Execution Provisions, Procedures and Required Forms
 - 1. Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.
 - 2. Contractor must complete and update the following forms, available on the providers’ website at <https://providers.csd.ca.gov>, and return them with the executed contract:
 - a. 627 Budget Series Forms
 - i. CSD 627.S CSBG Contract Budget Summary
 - ii. CSD 627A CSBG Budget Support Personnel Cost
 - iii. CSD 627B CSBG Budget Support Non Personnel Cost
 - iv. CSD 627C CSBG Contract Budget Narrative
 - v. CSD 627D Spending Plan
 - b. Updated CSBG/NPI Workplan CSD 801 W (Form)
 - c. CSBG Discretionary Workplan CSD 626
 - d. Certification Regarding Lobbying/Disclosure of Lobbying Activities

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- e. Community Services and Development Federal Accountability and Transparency Act Report CSD 279 (Form)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board’s authorized representative, identifying the individual(s) authorized to execute the 2016 Targeted Initiative Agreement and any amendments.
4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD’s “Provider Website,” which may be accessed by Contractor, downloaded and printed at Contractor’s option.
6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 610”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor’s Option of Termination

- A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor’s legitimate

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

- A. State Budget Contingency
1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
 2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
4. Subject to the provisions of 2.4 B. 2., CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

PART II

Subpart A – Administrative Requirements

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- A. 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.
- B. 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 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).
- C. *Term extensions and close-out periods.* Requests for a term extension will be determined on a case by case basis. Contractor must submit a justification demonstrating extenuating circumstances for the amendment. Term amendments will only be extended for a maximum of thirty (30) days.

3.2 Minor Modification

- A. Any request(s) for modification to CSBG Fiscal Data or NPI Workplan documents must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than 45 calendar days prior to the expiration date of this Agreement.
- B. 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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution and Minutes

- A. Concurrently 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 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 having signing authority; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

provides a general resolution, Contractor shall maintain documentation that the CEO or ED 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 the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, no later than thirty (30) days after the minutes are approved. Regularly scheduled meetings shall be held in accordance with Contractor's bylaws.
- E. If Contractor's tripartite board is advisory to the elected officials of a local government, 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.

4.2 Internal Control Certification

Contractor shall establish and maintain 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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4.3 Record Retention Requirements

- A. All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75 § 75.361 through § 75.370).
- 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.

4.4 Insurance Requirements

- A. 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.
- B. 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.
- C. 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.
- D. New Certificates of Insurance will be reviewed for content and form by CSD.
- E. 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.
- F. 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.
- G. 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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- H. 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).

4.5 Specific Insurance Requirements

A. 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.

B. 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.

C. 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

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

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.

D. 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.

E. 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.

4.6 System Security Requirements

- A. 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 the Information Practices Act of 1977 (Civ. Code §1798, et seq.),

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

1. *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.
2. *Services Offered.* Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contract user.
3. *Data Sensitivity*
 - a. 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.
 - b. Appropriate levels of confidentiality for the data shall be based on established data classification and FIPS Publication 199 (available at: <http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>)
4. *Information Exchange Security*
 - a. 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.
 - b. 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.
 - c. Both CSD and Contractor shall maintain security patches and anti-virus software updates.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

5. *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).
6. *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.
7. *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.
8. *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.
9. *Data sharing responsibilities.* All primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data shall adhere to the information security and privacy requirements of this Agreement and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.7 Travel and 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75.474) or any amendments thereto, as applicable.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- 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.

4.8 Codes of Conduct

- A. *Written standards.* 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. *Self-dealing prohibited.* 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 §75.327, or subsequent amendments to these requirements.

4.9 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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4.10 Procurement Standards

- A. *Maintenance of written procurement procedures.* 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) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general OMB compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, 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.
- B. *Eligible bidders.* 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.
- C. Contractor assures that all supplies, materials, vehicles, 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.
- D. 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.
- E. *Non-competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, 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:

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 2. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and,
 3. Analysis of cost(s) to demonstrate reasonableness.
- F. *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 any equipment having a per-unit cost of \$5,000 or more.
- G. 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.
- H. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.11 Use and Disposition of Vehicles and Equipment

- A. Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and §75.439)
1. Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD, in the following order of priority:
 - a. Activities under a Federal award from CSD, then
 - b. Activities under Federal awards from other HHS awarding agencies
 2. During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

3. Any use fees shall be treated as ‘program income’ to the CSBG program, as described in 45 CFR § 75.307.
 4. Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor’s program activities, and properly allocated to the CSBG grant. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).
- B. Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements for HHS Awards (45 CFR §75.320 (d)), including, but not limited to:
1. Property Records;
 2. Physical inventory of the property;
 3. A control system to prevent loss, damage, or theft;
 4. Adequate maintenance procedures; and
 5. Proper sale procedures
- C. Sale or disposition of CSBG-funded vehicles and equipment
1. If/when Contractor’s CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).
 2. Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.
 3. Sale proceeds from the sale of real property, equipment, or supplies are not program income. 45 CFR 75.307(d). See also 45 CFR 75.2 “Program Income.” Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – Subpart D–Post Federal Award Requirements (45 CFR 75.300 et seq.).

4.12 Subcontracts

- A. 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

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.

- B. *Notification of subcontract execution.* 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/>.
- C. 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.
- D. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable 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 the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR 75, Subpart E – Cost Principles, 45 CFR 75.400 et seq.).
- E. Contractor is solely responsible for 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

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.

- G. 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

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart B – Financial Requirements

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 627.S), CSBG Budget Support - Personnel Costs (CSD 627A), CSBG Budget Support - Non Personnel Costs (CSD 627B), Budget Narrative (CSD 627C), and Spending Plan (CSD 627D)] attached to this Agreement in Subpart H.
- B. Contractor shall submit the CSD 627C (CSBG Contract Budget Narrative) with a justification for each projected line item reported on the CSD 627A and CSD627B.
- C. Contractor shall submit the CSD 627D Spending Plan detailing a monthly plan for how funds will be spent from the start of the contract through December 31, 2016. The Spending Plan must demonstrate an acceptable and achievable plan for spending the funds.
- D. Administrative Expenses
 - 1. “A community action program is a locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem,” as defined by Cal. Gov. Code § 12750(b).
 - 2.
 - a. Community action programs typically:
 - i. maintain a tripartite board or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and
 - ii. serve the purposes and goals of the federal Community Services Block Grant, Section 672 and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

The budgets of Contractor’s community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

3. 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.

E. *Budget modifications requiring pre-approval.* 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.

5.2 Allowable Program Costs

A. 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 Targeted Initiative CSBG budget. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.
2. For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate.

B. *Budget modifications requiring pre-approval.* 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.

5.3 Advance Payments

A. Request for Advance

Contractor may request in writing one (1) working capital advance in an amount up to twenty-five percent (25%) of the amount of the total consideration as described in Std. 213, item 3 of this Agreement. Justification of the need for the advance must be included in the request.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

B. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

C. Liquidation of Advance

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; or,
 - b. At the beginning of the third month of the contract term.
2. CSD-initiated repayments 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.

D. Lien Rights

The State retains lien rights on all funds advanced.

5.4 Payments

CSD shall issue monthly payments 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. Expenditures should closely reflect what is indicated on the Spending Plan CSD 627D.

- A. Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 6 – FINANCIAL REPORTING

6.1 Monthly Fiscal Reports

- A. Contractor shall report and be reimbursed on a monthly basis..
- B. Contractor shall complete and submit to CSD a monthly 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. Monthly expenditures should align with what was submitted on your Spending Plan CSD 627D.

6.2 Close-Out Report

Contractor shall complete and submit all CSD close-out forms within thirty (30) calendar days after the expiration date of this Agreement.

- A. Within thirty (30) calendar days after the expiration of the contract or when all funds have been fully expended under this agreement, Contractor shall submit a final programmatic report, using form CSD 626FR – Final Report. The Final report should be submitted electronically to the CSBG Reports Inbox at CSBGReports@csd.ca.gov with a copy to your assigned Field Representative.
- B. Final expenditures must be submitted by entry onto EARS.
- C. All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.
- D. Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.
- E. Final expenditures must be submitted by entry onto EARS.
- F. All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.
- G. Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

6.3 Transparency Act Reporting

- A. 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.
- B. Pursuant to the FFATA reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD form 279, located in Subpart H, and return with the contract Part I to ensure compliance.
- C. CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart C – Programmatic Requirements

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS AND REPORTING

7.1 Program Implementation and Guidance

A. In accordance with Article 1.4 C. in Part I of this Agreement, CSD may release additional Guidance as determined necessary to provide further instructions to Contractors participating in the 2016 Targeted Initiative contract. The purpose of such Guidance will be to clarify requirements set forth in this Agreement and facilitate Contractors’ efficient and successful operation of the program for the benefit of low-income households. Any such Guidance shall be incorporated by reference into this Agreement.

B. Work Plan

The 2016 Targeted Initiative contract funds effective and innovative programs, and services that can achieve specific and measurable outcomes and provides funding that supports training that will assist agencies in building capacity to operate more efficiently and successfully. Funding is provided under three categories: Capacity Building, Homelessness, and Earned Income Tax Credit, utilizing CSBG discretionary funding. Funds received under this contract may be used for any combination of the following categories:

1. Capacity Building: capacity building that supports agencies in meeting organizational standards addressing challenges with data collection, and development of threat mitigation plans.
2. Homelessness: programs that combat homelessness in your community.
3. Earned Income Tax Credit (EITC): support for outreach, and increased utilization and awareness for both the federal and state EITC programs among low-income CSBG-eligible individuals and families.

C. With Contractor’s executed copy of this Agreement, Contractor shall submit a completed CSBG Workplan/Progress Report (CSD 626) available on the providers’ website at <https://providers.csd.ca.gov>. This information will be used to monitor outcomes.

7.2 Fair Hearing for Denial of Client Benefits by Contractor

A. Pursuant to Title 22 of the California Code of Regulations, Section 100751, as amended, Contractor shall advise individuals who have been denied assistance under

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a program funded by this Agreement of their right to appeal to CSD for a fair hearing within twenty (20) days from the denial of assistance.
- 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 the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.3 Organizational Standards

The CSBG Organizational Performance Standards are effective starting with the Federal Fiscal Year 2016/17 (October 1, 2015). The standards are available at <http://www.acf.hhs.gov/programs/ocs/resource/csbg-im-138-state-establishment-of-organizational-standards-for-csbg-eligible-entities>, and are also posted on the Provider's website at: <http://providers.csd.ca.gov/>.

7.4 Programmatic Reporting

A. Submission of Required Plans/Reports

Unless otherwise specified by the provisions of this Article, all reports required by the provisions of this Article shall be submitted via email to CSBGReports@csd.ca.gov, no later than the date specified.

B. Monthly Reports

Contractor shall submit a monthly CSD 626 Workplan. Contractor shall ensure that the reports are submitted on or before the twentieth (20th) calendar day following the report period,

C. Annual Programmatic Reports

Annual programmatic reports cover the programmatic activities from the start of the contract period as specified on the face sheet (STD. 213) through December 31, 2016. Contractor shall update the CSBG/NPI Programs Report (CSD 801).

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

D. Close-Out

Contractor shall submit a final CSD 626FR no later than 30 days after the end of the contract term. The final report will include data on projections, outcomes, components of the proposal, accomplishments, and sustainability efforts.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart D – Compliance Requirements

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 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 42 U.S.C. §9901 *et seq.*, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring

- A. Contractor's and CSD's Shared Responsibilities for Federal Funds
 - 1. 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.
 - 2. As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:
 - a. Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

organizational standards, as discussed in Section 7.2, applicable to CSBG-funded programs; and,

- b. Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with federal OMB requirements.
- B. 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.
- C. 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 observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.
- D. Collection of Disallowed Costs
1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
 2. *Time for response.* Contractor shall have no less than 30 days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
 3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor’s submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor’s information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this Agreement, for CSD’s final determination of disallowed costs.
 4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.3 Auditing Standards and Reports

A. Auditing Standards

1. *Applicability of new OMB “Super Circular” audit provisions.* The standards set forth in this Article (8.3 – Auditing Standards and Reports) reflect the updated audit requirements as set forth in 45 CFR §75.500 *et seq.*
2. *Supplemental Audit Guide.* In addition to the applicable audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference and may be accessed at <http://providers.csd.ca.gov>.

B. Audit Reports

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 45 CFR Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards, December 2011 Revision, as amended.”
 2. *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single agency-wide audit may 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.
 3. 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.
- C. *Submission of Audit Reports.* 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 the earlier of 30 calendar days after receipt of the auditor’s report, or nine (9) months after the end of the Contractor's fiscal year.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- D. The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:

audits@csd.ca.gov.

One Printed copy:

Department of Community Services and Development

Attention: Audit Services Unit

2389 Gateway Oaks Drive, Suite 100

Sacramento, CA 95833

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

- E. In the event that an agency fails to comply with the audit requirements under this section, CSD may take one or more of the following actions, provided in 45 CFR § 75.371 - §75.380 "Remedies for Noncompliance," as appropriate in the circumstances:
1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by CSD;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend (suspension of award activities) or terminate terminating the Targeted Initiative award;
 4. Recommend that suspension or debarment proceedings, as authorized under 2 CFR part 180 and Federal awarding agency regulations at 2 CFR Part 376 be initiated by CSD;
 5. Withhold further Targeted Initiative awards for the project or program; and/or
 6. Take other remedies that may be legally available.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

F. Collection of Disallowed Costs

1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.
2. Contractor shall have no less than 30 days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of Contractor's submission, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.
4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.4 Enforcement Actions Resulting from Noncompliance with this Agreement

A. Legal Authority

The authority for CSD Enforcement Actions, as defined in paragraph B, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 U.S.C. 9901, et. seq.), in Office of Management and Budget (OMB) Circulars, and in state regulations, with particular reference to 22 CCR 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that the present article shall: 1) guide, inform and clarify the Enforcement Process; 2) establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

B. Definitions

1. *Enforcement action.* For purposes of this Article, ‘enforcement action’ shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor’s inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: a) ‘High Risk’ designation; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor’s designation as eligible entity.
2. *High Risk designation* refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to enforcement action(s) that may include imposition of special conditions and/or sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.
3. *Material breach* means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
 - a. constitutes fraud or gross negligence by Contractor or its agent(s);
 - b. is likely to result in significant waste and/or abuse of federal funds;
 - c. has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
 - d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
 - e. may have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
 - f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

C. Initiation of Enforcement Action

1. *Grounds for enforcement action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an enforcement action.
2. *Notice of High Risk designation.* To initiate an enforcement action, CSD must provide Contractor with written Notice of High Risk designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the High Risk designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.

D. Special Conditions and Sanctions

1. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
2. Special Conditions may include, but are not limited to:
 - a. requiring Contractor to obtain training and/or technical assistance;
 - b. imposition of special or additional reporting requirements;
 - c. special or conditional cost reimbursement requirements and procedures;
 - d. provision of documentation by Contractor; and/or
 - e. requiring Contractor to amend or modify systems, procedures, and/or policies;

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

3. Sanctions may include, but are not limited to:
 - a. suspension of advances and/or reimbursements; and/or
 - b. issuance of notices to suspend operations.
4. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that:
 - a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or
 - b. associated costs are otherwise very likely to be disallowed; and
 - c. taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.
5. Procedures for Review of Special Conditions and/or Sanctions
 - a. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.
 - b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
 - c. *Informal meeting.* Within five days of receipt of a Notice of Enforcement Action, Contractor may request an informal meeting for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.
 - d. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 CCR 100780.
 - e. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

- f. Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5.c. applies.

E. Enforcement Action Cost Disallowance

1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.
2. Statements of Questioned Costs shall include, at minimum:
 - a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;
 - b. Factual basis for questioning costs, and the information and/ or documentation required to justify payment of the costs; and
 - c. Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.
4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may a) impose sanctions as provided in subparagraph C. 4., and/or b) issue a Notice of Disallowed Costs as determined appropriate.
5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a. the amount of disallowed costs to be repaid, if any; and
 - b. the date by which repayment must be made or, in the alternative,
 - c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
6. *Right to dispute Notice.* Not later than five (5) working days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 CCR 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, as provided in subparagraph C.6.d. of this section, in a combined proceeding.
7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.
8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:
- a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
 - b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;
 - c. the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and
 - d. Contractor's financial condition and ability to pay.
- F. *Removal of High Risk designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- requirements of the Notice of “High Risk” Designation, CSD shall give Contractor written notice of such determination.
- G. *Further enforcement action.* In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor’s designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100780 and other applicable State and federal statutes and regulations.
- H. *Contractor’s status during federal review period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/ or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 676A of the Community Services Block Grant Act, (42 USC 9905A), *except* that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart E – Certifications and Assurances

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 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)
 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/>.

9.2 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

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- (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(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. 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 Article 4.10 B, 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.

9.3 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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

9.4 Nondiscrimination Compliance

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3. Rehabilitation Act of 1973, as amended.
 - 4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6. Public Law 101 336, Americans with Disabilities Act of 1990, as amended.

9.5 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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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

D. Political Activities

1. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
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 attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

**9.6 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/>.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart F – State Contracting Requirements

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 610

- 10.1 APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 10.2 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.
- 10.3 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.
- 10.4 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).
- 10.5 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.
- 10.6 DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 10.7 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

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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.

- 10.8 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.
- 10.9 RECYCLING CERTIFICATION:** Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10.10 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, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 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.
- 10.11 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.
- 10.12 TIMELINESS:** Time is of the essence in this Agreement.
- 10.13 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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- 10.14 GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 10.15 ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 10.16 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

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- 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.
- 10.17 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.
- 10.18 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.
- 10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)
- 10.20 LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 U.S.C. § 9902; CA Govt. Code §12730; 45 C.F.R. Part 75 and 22 C.C.R. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

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.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
- CSD: The State of California Department of Community Services and Development.
- 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.
- 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.
- Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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.

Total 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.

Total Estimated Continuing Resolution (CR) Allocation: The amount based on 90% of Contractor's prior year CSBG allocation which is used to calculate an advance payment when the Total Allocation amount is not yet known.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart H – Table of Forms and Attachments

H.1. Forms (to be returned with signed contract):

A. 627 Budget Series (Forms):

1. CSD 627 CSBG Contract Budget Summary
2. CSD 627A CSBG Budget Support Personnel Cost
3. CSD 627B CSBG Budget Support Non Personnel Cost
4. CSD 627C CSBG Contract Budget Narrative
5. CSD 627D CSBG Targeted Initiative Spending Plan

B. CSBG/NPI Workplan CSD 801 W (Form)

C. CSD 626 Workplan

D. Certification Regarding Lobbying/Disclosure of Lobbying Activities

E. Community Services and Development Federal Accountability and Transparency Act Report CSD 279 (Form)

H.2. The following documents are hereby incorporated by this reference:

Attachment A: CSBG Allocation Spreadsheet

Attachment B: Supplemental Audit Guide