

Contract #: 13F-3009, A1
Index Code: 531011

CONTRACT ROUTING SHEET

Date Prepared: 2/20/13

Need Date: 3/3/13 3/25/13

PROCESSING DEPARTMENT:

Department: HNSA/CS

Dept. Contact: Amy Higdon

Phone #: x4836

Department

Head Signature: *[Signature]*
Daniel Nielson, M.P.A., Director

FUNDING AGENCY:

Name: CA Dept of Community Services & Development

Address: P.O. Box 1949
Sacramento, CA

Phone:

CONTRACTING DEPARTMENT: Health and Human Services Agency/CS

Service Requested: Funding contract for 2013 Community Services Block Grant (CSBG) services

Contract Term: 1/1/13-12/31/13 Contract/Grant Value: \$133,196

Compliance with Human Resources requirements? N/A Yes X No

Compliance verified by: Mike Stella - original contract

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 3/18/2013 By: *[Signature]*

Approved: Disapproved: Date: By:

PRADO COUNTY COUNSEL
2013 MAR 12 AM 10:45

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 3/19/2013 By: *[Signature]*

Approved: Disapproved: Date: By:

13 MAR 18 PM 2:30

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: All contracts that involve the acquisition of software or computer related items must be first approved by IT. Any contract that requires approval from another department must also be first approved by the other department.

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

[Signature] 2/20/13 *[Signature]* 2/25/13
PM Review/Date CFO Review/Date

[Signature] 3/1/13 *[Signature]* 3/8/13
Contracts Supe Review/Date Contracts Mgr. Review/Date

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

AGREEMENT NUMBER 13F-3009	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
El Dorado County Health and Human Services Agency
2. The term of this Agreement is : **January 1, 2013 through December 31, 2013**
3. The maximum amount of this Agreement is: **\$ 133,196.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. The maximum amount of this Agreement payable to Contractor by the State has changed from \$72,737.00 to \$133,196.00, reflecting a difference of \$60,459.00.
 - B. This Amendment changes Agreement language and Exhibits as noted herein.
 - C. Replace Exhibit B in it's entirety with the revised Exhibit B enclosed.
 - D. Replace Exhibit E in it's entirety with the revised Exhibit E enclosed.

All other terms and conditions shall remain unchanged.

RECEIVED
CONTRACT SERVICES UNIT
2013 MAR 21 PM 2:45

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

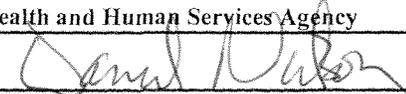
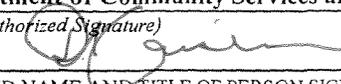
CONTRACTOR CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> El Dorado County Health and Human Services Agency BY <i>(Authorized Signature)</i>  DATE SIGNED <i>(Do not type)</i> 3-22-2013 PRINTED NAME AND TITLE OF PERSON SIGNING Daniel Nielson, Director, Health and Human Services Agency ADDRESS 3057 Briw Rd #A, Placerville, CA 95667	CALIFORNIA Department of General Services Use Only I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval.  <input type="checkbox"/> Exempt per _____
STATE OF CALIFORNIA AGENCY NAME Department of Community Services and Development BY <i>(Authorized Signature)</i>  DATE SIGNED <i>(Do not type)</i> 3/26/13 PRINTED NAME AND TITLE OF PERSON SIGNING Ronn Kaiser - Chief Counsel Jean Johnson, Deputy Director, Administrative Services ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833	

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **TERM AND AMOUNT OF AGREEMENT**

As specified on the face sheet of this Agreement (Std. 213), the term of this Agreement is for one year and covers the period January 1, 2013 through December 31, 2013.

The Maximum Amount specified on the initial face sheet of this Agreement is based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2013, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement. Upon the issuance of each subsequent federal allocation, including the full annual allocations to the State for FFY 2013, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to Government Code § 12759.

2. **BUDGET**

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425 1.1), CSBG Budget Support - Non Personnel Costs (CSD 425 1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425 1.3), and Budget Narrative (CSD 425 1.4)] attached to this Exhibit B. Pursuant to the instructions for CSD 425.S, Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (CSD 425 1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.
- B. Contractor shall submit the CSD 425 1.4 (Budget Narrative) with a justification for each projected line item reported on the CSD 425 1.1 and CSD 425 1.2.
- C. Administrative Expenses
- 1) For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating funds of its community action program(s). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

EXHIBIT B
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- 2) For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes dates of approval and amount of rate.
 - D. In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease, of more than ten percent (10%), to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.
3. ADVANCE PAYMENTS
- A. Upon execution of this Agreement or any Amendments thereto, CSD shall issue an advance payment to Contractor not to exceed twenty-five percent (25%) of the Total Estimated CR Allocation. In no case, however, shall the advance payment exceed twenty-five percent (25%) of the total consideration payable to Contractor per the final Amendment to this Agreement in accordance with CA Gov. Code §12781(b).
 - B. In the event the Maximum Amount of this Agreement is increased through subsequent amendments based on a notice of grant award for FFY 2013, a subsequent advance payment of the advance amount plus any previous advances already allowed shall not exceed twenty-five percent (25%) of the Total Estimated CR Allocation (for budgeting), as set forth in Exhibit B, Attachment III, per the final Amendment to this Agreement in accordance with CA Gov. Code §12781(b).
 - C. Agencies may begin repayment of advance funds immediately in the first reporting period. If an agency has not begun repayment of advance funds, CSD will initiate and pro-rate the repayment process of advanced funds beginning with the seventh monthly (or fourth bimonthly) reporting period of the contract term and ending with the twelfth month of the contract term.

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(Standard Agreement)

- D. CSD will initiate repayment of outstanding advance payments whenever seventy-five percent (75%) of the contract allocation has been expended, or beginning with the seventh month (or fourth bimonthly) reporting period, whichever occurs first. As applicable to the funding contract term, CSD shall begin applying approved expenditures to the outstanding advance balance thereby offsetting any subsequent reimbursements. CSD shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than this applied settlement formula, in which case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance.
- E. If the Contractor will not fully expend the full allocation on or before December 31, 2013, the Contractor must complete a CSD 425b, requesting a contract term extension, and submit it to CSD no later than forty-five (45) days prior to the end of the Agreement term.

4. BUDGET CONTINGENCIES

A. State Budget Contingency

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

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

EXHIBIT B
(Standard Agreement)

- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the federal fiscal year 2013 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) CSD has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

5. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly/Bimonthly Fiscal Reports

- 1) Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle cannot be changed and will be in effect throughout the term of this Agreement.
- 2) Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG CAA Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the level of activity or amount of expenditure(s) in the preceding report period. For specific due dates, refer to the CSD provider web site at <http://providers.csd.ca.gov/>.

B. Payments

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

EXHIBIT B
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Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the monthly/bimonthly reimbursement and activity reports. If Contractor owes CSD any outstanding balance(s) for overpayments of any Contract, current or previous, the balance(s) will be offset based on arrangements made with the Contractor.

- C. Mid-Year Programmatic Report
- 1) The midyear programmatic reports cover the programmatic activities from January 1, 2013, through June 30, 2013. Contractor shall complete and submit to CSD the midyear CSBG/NPI Programs Report (CSD 801) and the Client Characteristic Report (CSD 295).
 - 2) The midyear CSBG/NPI Programs Report (CSD 801) and Client Characteristic Report (CSD 295) shall be submitted via e-mail no later than July 20, 2013, to CSBGReports@csd.ca.gov.
- D. Annual Programmatic Reports
- 1) The annual programmatic reports cover the programmatic activities from January 1, 2013, through December 31, 2013. Contractor shall complete and submit to CSD the CSBG/NPI Programs Report (**CSD 801**) and Client Characteristic Report (CSD 295).
 - 2) The annual programmatic CSBG/NPI Programs Report (**CSD 801**) and Client Characteristic Report (CSD 295) shall be submitted via e-mail no later than January 20, 2014, to CSBGReports@csd.ca.gov.
- E. Community Services Block Grant Information Survey (CSBG/IS)
- 1) The CSBG/IS covers the period of January 1, 2013, through December 31, 2013. Contractor shall complete and submit to CSD annually: CSBG Fiscal Data—Other Funds (CSD 425.OF), CSBG Fiscal Data—Other Resources (CSD 425.OR), and CSBG Program and Management Accomplishments (CSD 090).
 - 2) The CSBG/IS shall be submitted via e-mail no later than March 1, 2014, to: CSBGIS@csd.ca.gov.

**EXHIBIT B
(Standard Agreement)**

F. Community Action Plan

Contractor shall submit to CSD a Community Action Plan for CSBG Contract Years 2014 and 2015 no later than June 30, 2013.

G. Close-Out Report

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

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

H. Transparency Act Reporting

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

EXHIBIT B
(Standard Agreement)

6. SCHEDULE OF ATTACHMENTS

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

A. Attachment I

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

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

B. Attachment II

Contractor shall also complete and submit to CSD the CSD 801(W), which shall reflect a description of projections for the 2013 Contract Year, and which shall be attached to this Exhibit B as Attachment II. This information will be used to monitor the outcome of the identified National Performance Indicators relevant to Contractor's programs, activities, problem statement, and delivery strategies.

C. Attachment III

This spreadsheet details the allocation of the Contract Year 2013 CSBG award and the available advances.

7. FORMS

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

EXHIBIT B
(Standard Agreement)

ATTACHMENT I

CSBG FISCAL DATA

CSBG Contract Budget (Summary)	CSD 425 S
Budget Support (Personnel Costs)	CSD 425 1.1
Budget Support (Non-Personnel Costs)	CSD 425 1.2
Budget Support (Other Agency Operating Funds)	CSD 425 1.3
Budget Narrative	CSD 425 1.4

EXHIBIT B
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ATTACHMENT II

CSBG/NPI WORKPLAN

CSD 801 W

EXHIBIT B
(Standard Agreement)

ATTACHMENT III

2013 CSBG CR ALLOCATION SPREADSHEET

Contract Year 2013 CSBG CR Allocation Spreadsheet

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

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

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

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

EXHIBIT E
(Standard Agreement)

2. PROCUREMENT

A. Contract Administration

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

EXHIBIT E
(Standard Agreement)

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

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(Standard Agreement)

- 10) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

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

3. AFFIRMATIVE ACTION COMPLIANCE

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

4. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.

EXHIBIT E
(Standard Agreement)

- 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.

5. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

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

B. American-Made Equipment/Products

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

C. Federal and State Occupational Safety and Health Statutes

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

EXHIBIT E
(Standard Agreement)

D. Political Activities

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

E. Lobbying Activities

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

6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

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

EXHIBIT E
(Standard Agreement)

- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

7. RECORD-KEEPING

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

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

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

EXHIBIT E
(Standard Agreement)

9. CSBG TERMS, CONDITIONS AND PROVISIONS FISCAL YEAR 2013

A. Program Standards

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

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

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

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

EXHIBIT E
(Standard Agreement)

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

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

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

- D. In accordance with Part C of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- E. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.

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

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