

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) Item 2, the term of this Agreement is for one year and covers the period January 1, 2014 through December 31, 2014.

The total amount of this agreement is specified on the face sheet of the Agreement (STD. 213), Item 3. At no time during the term of this Agreement shall Subcontractor expend more than the total amount of this Agreement.

2. BUDGET

A. Concurrent with the submission of this Agreement, Subcontractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (NCIDC 425.S), CSBG Budget Support - Personnel Costs (NCIDC 425 1.1), CSBG Budget Support - Non Personnel Costs (NCIDC 425 1.2), and CSBG Budget Support - Other Agency Operating Funds (NCIDC 425 1.3)] attached to this Exhibit B. Subcontractor 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, Subcontractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (NCIDC 425 1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.

B. Subcontractor shall submit a justification for all projected expenditures in the budget, including a detailed budget narrative justifying expenditures in connection with budget support personnel and related non-personnel costs. The justification must be appended to the NCIDC 425.S.

C. Administrative Expenses

For the purpose of administrative expenditures, Subcontractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total CSBG funds as listed on the face sheet of this agreement (Std. 213), Item 3. Subcontractor 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.

For purposes of allocation indirect costs, Subcontractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency.

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Subcontractor 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 § 10075 (a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior NCIDC 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 NCIDC on form NCIDC 425.B, Justification for Contract Amendment/Modification.

3. ADVANCE PAYMENTS

- A. The NCIDC may at its discretion issue one working capital advance to Subcontractor (who is not on reimbursement status) in an amount equal to twelve percent (12%) of the total set forth on NCIDC Std. 213, item 3. of this Agreement (the Advance Request Form is located in Exhibit B, Attachment B-IV). Subsequent monthly payments shall be made based on actual expenditure reports being submitted timely as indicated in Exhibit B, Section 5 Payment and Reporting Requirements, of this Agreement.
- B. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment not to exceed 12 percent of the increased amount may be authorized by the NCIDC. A subsequent advance payment plus any previous advances allowed shall not exceed 12 percent of the total consideration of this Agreement.
- C. Subcontractor shall insure that the required agency-wide audit be submitted timely, corrective action plans are adhered to, NCIDC reporting requirements are submitted timely, and/or that repayment schedules are met and adhered to, or NCIDC shall withhold advance or subsequent payments.
- D. If the Subcontractor will not fully expend the full allocation on or before December 31, 2014, the Subcontractor must complete a NCIDC 425.B, requesting a subcontract term extension, and submit it to NCIDC no later than forty-five (45) days prior to the end of the Agreement term. (See Exhibit D.12)

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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 NCIDC shall have no liability to pay any funds whatsoever to Subcontractor or to furnish any other considerations under this Agreement and Subcontractor 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 NCIDC shall have the option to either cancel this Agreement with no liability occurring to the NCIDC, or offer an agreement amendment to Subcontractor 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.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the NCIDC by the State of California for the federal fiscal year 2014 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) NCIDC has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

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5. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly Fiscal Reports

- 1) Subcontractor shall complete and submit to the NCIDC, on the current, appropriate forms, a CSBG Monthly Expenditure Report/(NCIDC 425.ER Rev. 06/11) (Exhibit B, Attachment B-VI). Subcontractor shall ensure that the reports with original signature are received by the NCIDC on or before the twentieth (20th) calendar day following the monthly reporting period, irrespective of the level of activity or amount of expenditure in the preceding monthly period. Subcontractors who fail to submit by the 20th of each month will receive no further advances and may be placed on a reimbursement schedule. Subcontractors already on reimbursement schedule, who fail to submit by 20th of each month, may experience additional sanctions or termination of this agreement.
- 2) NCIDC reserves the right to withhold payment to the Subcontractor when, in the opinion of NCIDC: (a) the Subcontractor's performance under this Agreement is not being properly carried out or is insufficiently documented; (b) the Subcontractor has neglected or refused to furnish information or to cooperate with inspection, review or audit of programs carried out under this Agreement; or (c) Subcontractor has failed to sufficiently itemize or document its Monthly Expenditure Reports or Program Progress Review Reports or submit them in a timely manner.
- 3) Subsequent advances of funds will be disbursed to the Subcontractor, not on a reimbursement schedule, following the receipt of an accurate and complete "Monthly Expenditures Report" indicating how previously advanced funds were expended, and a properly completed "Advance Request" form indicating the amount of funds requested to cover costs for the forthcoming month. The amount of funds advanced for each month will not exceed the average monthly costs as projected in the approved Budget, plus or minus any cumulative surplus or deficit amounts shown on the "Monthly Expenditures Report."

B. Payments

NCIDC shall issue payments to Subcontractor upon receipt of 425.ER Expenditure Report. The 425.ER shall specify the specific monthly reporting period and actual expenditures being billed to NCIDC for reimbursement. If the

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Subcontractor has been placed on a reimbursement schedule, supporting cost documentation must accompany each 425.ER.

Subsequent payments to Subcontractor shall be contingent on receipt and approval by NCIDC of the monthly expenditure reports. If Subcontractor owes NCIDC any outstanding balance(s) for overpayments of any Subcontract, current or previous, the balance(s) will be offset based on arrangements made with the Subcontractor.

C. Mid-Year Programmatic Report

- 1) The midyear programmatic reports cover all Subcontractor programmatic activities from January 1, 2014, through June 30, 2014. Subcontractor shall complete and submit to NCIDC 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 21, 2014, to csbgreports@ncidc.org.

D. Annual Programmatic Reports

- 1) The annual programmatic reports cover all Subcontractor programmatic activities from January 1, 2014, through December 31, 2014. Subcontractor shall complete and submit to NCIDC 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, 2015, to csbgreports@ncidc.org.

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

- 1) The CSBG/IS covers the period of January 1, 2014, through December 31, 2014. Contractor shall complete and submit to NCIDC 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 February 13, 2015, to: csbgreports@ncidc.org.

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F. Close-Out Report

Subcontractor shall submit all of the appropriate NCIDC closeout forms within sixty (60) calendar days after the expiration date of this Agreement. Final reimbursement to Subcontractor, if owed, shall be contingent upon receipt of the closeout report by NCIDC.

- 1) The closeout report shall include the following forms: CSBG Contract Closeout Checklist and Certification of Documents Transmitted (NCIDC 715), Close-Out Program Income/Interest Earned Expenditure Report (NCIDC 715 C), Close-Out Equipment Inventory Schedule (NCIDC 715 D).
- 2) All adjustments, if any, must be submitted with the closeout packet on the appropriate expenditure form (NCIDC 425 FER). Each adjustment must reflect the actual expenditure period when the adjustment occurred.
- 3) Subsequent payments for CSBG and the issuance of other NCIDC contracts shall be contingent upon timely receipt of all reports including the closeout packet.

G. Transparency Act Reporting

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Subcontractors 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 NCIDC a current list of names and total compensation of Subcontractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to NCIDC. This requirement applies only to Subcontractors that fall within all three categories set forth in this paragraph.

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6. SCHEDULE OF ATTACHMENTS

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

A. Attachment B-I

Concurrent with the submission of this Agreement, Subcontractor shall complete and submit to NCIDC 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)	NCIDC 425 S (Rev. 3/14)
Budget Support (Personnel)	NCIDC 425 1.1 (Rev. 3/14)
Budget Support (Non Personnel)	NCIDC 425 1.2 (Rev. 3/14)
Budget Support (Other Agency Operating Funds)	NCIDC 425 1.3 (New)
CSBG Sample Budget Narrative (no form, sample attached)	

B. Attachment B-II

Subcontractor shall also complete and submit to NCIDC the CSD 801(W), which shall reflect a description of projections for the 2014 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 Subcontractor's programs, activities, problem statement, and delivery strategies.

C. Attachment B-III

Subcontractor shall also complete and submit to NCIDC the CSD 295, which captures demographical data on clients served by the contractor's programs. (*The CSD 295 does not need to be returned with the contract.*)

D. Attachment B-IV

Advance Request Form	(Rev. 04/07)
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E. Attachment B-V

Information Request Form	NCIDC Form IR (Rev. 04/09)
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F. Attachment B-VI

CSBG Monthly Report of Expenditures	NCIDC 425 ER (Rev. 06/11)
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G.	Attachment B-VII	Close-out Package
	Close out checklist	NCIDC 715 (Rev. 03/06)
	Final Expenditure Report	NCIDC 425 FER (Rev. 06/11)
	Program Income/Interest Earned	NCIDC 715 C (Rev. 03/06)
	Equipment Inventory Schedule	NCIDC 715 D (Rev. 04/06)

7. FORMS

The latest version of all forms identified in and/or required by this Agreement are available on the CSBG Subcontractor's Portal on the NCIDC website at **<http://ncidc.org/statewide-operations/csbg-info>**

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ATTACHMENT B-I

CSBG FISCAL DATA

CSBG Contract Budget (Summary) Instructions for completing the 425 S	NCIDC 425 S (Rev. 3/14)
Budget Support (Personnel) Instructions for completing the 425 1.1	NCIDC 425 1.1 (Rev. 3/14)
Budget Support (Non-Personnel) Instructions for completing the 425 1.2	NCIDC 425 1.2 (Rev. 3/14)
Budget Support (Other Agency Operating Funds) Instructions for completing the 425 1.3	NCIDC 425 1.3 (New)
CSBG Sample Budget Narrative (no form, sample attached)	
CSBG Sample Budget Narrative	
CSBG Transmittal No. 37 – Information Memorandum Designation and Allowability of Direct and Administrative Costs	

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ATTACHMENT B-II

CSBG/NPI WORKPLAN

CSD 801(W)

National Performance Indicators Instruction Manual

CSBG/NPI PROGRAMS REPORT

CSD 801(R)

(The CSD 801(R) does not need to be returned with the contract.)

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ATTACHMENT B-III

CSBG Programmatic Data-Client Characteristic Report CSD 295-CCR
Instructions for completing the CSD 295-CCR

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Advance Request Form

(Rev. 04/07)

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ATTACHMENT B-V

Information Request Form

NCIDC for 1R (Rev. 06/11)

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ATTACHMENT B-VI

CSBG Expenditure Report

NCIDC 425 ER (Rev. 06/11)

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ATTACHMENT B-VII

CLOSE OUT PACKAGE:

Close Out Checklist
Final Expenditure Report
Program Income/Interest Earned
Equipment Inventory Schedule

NCIDC 715 (Rev. 03/06)
NCIDC 425 FER (Rev. 06/01)
NCIDC 715 C (Rev. 03/06)
NCIDC 715 D (Rev. 03/06)