

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS:

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

Subcontractor hereby certifies to the best of its knowledge that it, any of its officers, or any Delegate Agency(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 Subcontractor, any of its officers, or any Delegate Agency(s), Subcontractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, NCIDC 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 Subcontractor, it shall be deemed a material breach of this Agreement, and NCIDC 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, Subcontractor must certify in writing to the best of its knowledge that any delegate agency(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

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2. PROCUREMENT

A. Subcontract Administration

- 1) Subcontractors 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. Subcontractors 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) Subcontractor 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 delegate agreement 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. Subcontractor shall award any delegate agreement to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Subcontractor when considering price, quality, and other factors. Subcontractor'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) Subcontractor 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) Subcontractor 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 of delegate agencies.

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- 5) If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Subcontractor 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 delegate agreement 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) NCIDC Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Subcontractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (form CSD 558) to NCIDC at least fifteen (15) calendar days prior to executing the delegate agreement 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 NCIDC pre-approval or not, Subcontractor 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.
- 10) Subcontractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Subcontractor's possession or any other property or equipment procured by Subcontractor with State funds. Such care shall include, but is not limited to, the following:

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- 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 Subcontractor.

B. Limitation on Use of Funds

Subcontractor 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 Subcontractor or delegate agency 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 Subcontractor or delegate agency with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Subcontractor shall ensure that delegate agencies falling within the scope of this provision shall comply in full with the requirements thereof.

4. NONDISCRIMINATION COMPLIANCE

- A. Subcontractor'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. Subcontractor 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.

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- 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) Subcontractor further agrees that the above language will be included in any delegate agreements that contain provisions for children's services and that all delegate agencies shall certify compliance accordingly. For detailed explanation, see <http://ncidc.org/statewide-operations/csbg-info>
- 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://ncidc.org/statewide-operations/csbg-info>

B. American-Made Equipment/Products

Subcontractor 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

Subcontractor 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.

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D. Political Activities

- 1) Subcontractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- 2) Subcontractor 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) Subcontractor 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 Subcontractor engages in lobbying activities, Subcontractor 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 or of the NCIDC, which includes but is not limited to the State Auditor, NCIDC Staff, and any entity selected by NCIDC to perform inspections, shall have the right to monitor and audit Subcontractor and all delegate agencies providing services under this Agreement through on-site inspections, audits, and other applicable means the NCIDC determines necessary.
- B. Subcontractor 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. Subcontractor 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 NCIDC 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.

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

7. RECORD-KEEPING

- A. All records maintained by Subcontractor 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. Subcontractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Subcontractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Subcontractor 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 SUBCONTRACTOR

- A. Subcontractor 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 NCIDC. Where oral notice is given, such notice shall be confirmed in writing by the Parties.

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9. CSBG TERMS, CONDITIONS AND PROVISIONS FISCAL YEAR 2014

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://ncidc.org/statewide-operations/csbg-info>

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.”

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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 whether 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

Subcontractor shall provide to NCIDC 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 subcontract. 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/>.