

AGREEMENT NUMBER 15F-2406	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- 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
Monterey County Community Action Partnership
- The term of this Agreement is: **April 1, 2015 through December 31, 2015**
- The maximum amount of this Agreement is: **Total \$60,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure
 Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certifications and Assurances*
 Subpart F - State Contracting Requirements*
 Subpart G - Definitions*
 Subpart H - Table of Forms and Attachments*
 Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Monterey County Community Action Partnership		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Elliott C. Robinson, Director		
ADDRESS 1000 South Main Street, Suite 301, Salinas, CA 93901		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		<input type="checkbox"/> Exempt per _____
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

Approved as to form by *[Signature]* Deputy County Counsel

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PART I

PREAMBLE

This subvention agreement, for the funding of the Community Service Block Grant (CSBG) Drought Water Assistance Program (DWAP) in 2015 ("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

In response to ongoing drought conditions in California, CSD established the DWAP to provide water bill assistance and water conservation education to eligible participants and families residing in DWAP Contractors' service areas. The DWAP supports the overall mission and purpose of CSBG to assist low-income families and individuals in obtaining assistance to meet immediate and urgent household needs, 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.

B. Overview of DWAP Services and Eligibility Requirements

1. *Services.* Contractors participating in the DWAP shall provide the following services either directly or through properly procured subcontractor(s): outreach to inform impacted communities of the program, intake and eligibility screening of participants, coordination with local water utilities to facilitate bill payment assistance, provision of cash benefits for water utility expenses, and education of participants on applicable water conservation practices to increase the household's water usage efficiency and minimize waste.
2. *Eligibility.* Recipients of services under this Agreement must be: a) income-eligible for CSBG services; b) impacted in some manner by drought conditions; i.e., due to loss of employment, decrease in work hours, or increased water costs.

ARTICLE 1 – SCOPE OF WORK

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- C. 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.

1.2 Term and Amount of Agreement

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

1.3 Service Area

All services under this Agreement shall be provided within Contractor's CSBG service area. The 2015 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) Circular A-133 and its appendices and supplements, except as otherwise provided in this Agreement.
 4. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
 5. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
 6. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225;
 7. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.

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8. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).

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.

C. CSD may provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to administer DWAP in its service area, 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 DWAP and the CSBG Act in general;
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

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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.

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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 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 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 CSBG Discretionary Contract Budget Summary
 - ii. CSD 627A CSBG Discretionary Budget Support Personnel Cost
 - iii. CSD 627B CSBG Discretionary Budget Support Non Personnel Cost

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- iv. CSD 627C CSBG Discretionary Contract Budget Narrative
 - b. CSD 801. Workplan-supplemental to NPI 6.2 (Form)
 - c. Certification Regarding Lobbying/Disclosure of Lobbying Activities
- 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 2015 DWAP 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 1.4C 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.

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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 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.

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 DWAP 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

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give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

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.

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.

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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 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

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET SUMMARY

Contractor Name: Monterey County Community Action	Contract Number: 15F-2406	Contract Amount: \$60,000
Prepared By: Shirley Soratos	Contract Term: 04/01/15 - 12/31/15	Amendment #:
Telephone #: (831) 755-4428	Fax Number: (831) 755-8476	
Date: 3/23/2015	E-mail Address: soratoss@co.monterey.ca.us	

SECTION 10: ADMINISTRATIVE COSTS

Line Item	CSBG Disc. Funds (rounded to the nearest dollar)
1 Salaries and Wages	
2 Fringe Benefits	
3 Operating Expenses	
4 Equipment	
5 Out-of-State Travel	
6 Contract/Consultant Services	
7 Other Costs	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG Disc. allocation in Section 40)	

SECTION 20: PROGRAM COSTS

Line Item	CSBG Disc. Funds (rounded to the nearest dollar)
1 Salaries and Wages	
2 Fringe Benefits	
3 Operating Expenses	
4 Equipment	
5 Out-of-State Travel	
6 Subcontractor/Consultant Services	\$60,000
7 Other Costs	

Subtotal Section 20: Program Costs \$60,000

SECTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20) \$60,000

SECTION 70: Enter "Other Agency Operating Funds used to Support CSBG Disc." (INFORMATION ONLY)

SECTION 80: Agency Total CSBG Discretionary Operating Budget (Sum of Section 40 and 70) (INFORMATION ONLY) \$60,000

SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 40)

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name:	Monterey County Community Action	Contract Number:	15F-2406	Contract Amount:	\$60,000
Prepared By:	Shirley Soratos	Contract Term:	04/01/15 - 12/31/15	Amendment #:	
Telephone #:	(831) 755-4428	Fax Number:	(831) 755-8476		
Date:	3/23/2015	E-mail Address:	soratoss@co.monterey.ca.us		

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 627 Budget Summary form Attach additional sheet(s) if necessary	CSBG Discretionary	
	Section 10 Administrative Costs	Section 20 Program Costs
List all Operating Expenses	3 sum should equal total on line item 3 of CSD 627 Budget Summary form	3 sum should equal total on line item 3 of CSD 627 Budget Summary form
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 627 Budget Summary form	4 sum should equal total on line item 4 of CSD 627 Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 627 Budget Summary form	5 sum should equal total on line item 5 of CSD 627 Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 627 Budget Summary form	
List all Subcontractor/Consultant Services		6 sum should equal total on line item 6 of CSD 627 Budget Summary form
Subcontractor - Central Coast Energy Services		\$60,000
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10 Administrative Costs	Section 20 Program Cost
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 627 Budget Summary form	7 sum should equal total on line item 7 of CSD 627 Budget Summary form

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET NARRATIVE

Contractor Name: Monterey County Community Action Partnership	Contract Number: 15F-2406	Contract Amount: \$60,000.00	Date: 03/23/15
Prepared By: Shirley Soratos	Contract Term: 04/01/15 - 12/31/15	Amendment Number:	
Telephone Number: (831) 755-4428	Fax Number: (831) 755-8476	E-mail Address: soratoss@co.monterey.ca.us	

CSBG DISCRETIONARY BUDGET NARRATIVE

ADMINISTRATIVE COSTS TOTAL		\$0
Salaries and Wages		
Fringe Benefits		
Operating Expenses		
Other Expenses		
PROGRAM COSTS TOTAL		\$60,000
Subcontractor Services		
<u>Agency</u>	<u>Description</u>	<u>Amount</u>
Central Coast Engery Services	Conduct outreach and water conservation education to low-income individuals and families impacted by the drought. Provide intake and payment processing services for water assistance bill payments to eligible individuals and families.	\$60,000.00

Monterey County Community Action Partnership

3/23/2015

DISCRETIONARY SUBCONTRACTORS FOR 2015 - Contract 15F-2406

DROUGHT ASSISTANCE PROGRAM

CAP SUBCONTRACTOR

<u>NAME</u>	<u>CSBG Funds</u>
Central Coast Engery Services	60,000.00
Program Total: \$	<u>60,000.00</u>

TOTAL CSBG CY 2015 SUBCONTRACTOR \$ 60,000.00

CSBG/NPI Programs Report

Contractor Name: Monterey County Community Action Partnership
 Contact Person and Title: Margarita Zarraga, Community Affiliation Manager
 Phone Number: (831) 755-8492 Ext. Number: _____
 E-mail Address: zarragam@co.monterey.ca.us Fax Number: (831) 755-8477

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

Supplemental to NPI 6.2: Emergency Assistance for Drought Water Assistance Program

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

Through the Central Coast Energy Services (CCES) agency, the Monterey County Community Action Partnership will provide outreach to inform impacted individuals and families about the Drought Water Assistance Program. CCES will conduct intake and eligibility screening of participants in coordination with local water utilities to facilitate water bill payment assistance. Services will include cash benefits for water utility expenses and education on water conservation practices to increase a household's water usage efficiency and minimize waste. These services will be provided to all CSBG Federal Poverty level eligible Monterey County residents.

National Performance	Reporting Period	I Number Expected in Reporting Period (#)	II Number in Reporting Period (#)	III Percentage Achieving Outcome in Reporting Period (II/I=III) (%)	IV Explanations Required (Report on explanation tab)
Emergency Assistance The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such service as:					
A. Water Conservation Education	Apr 1 thru Dec 31	750			
B. Water Bill Assistance Program	Apr 1 thru Dec 31	578			
<i>In the row below, please include any additional indicator for NPI 6.2 supplemental that were not captured above.</i>					
	Apr 1 thru Dec 31				



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant/Discretionary

PERIOD: April 1, 2015 through December 31, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

[Empty reporting area for disclosure of lobbying activities]

Authorized for Local Reproduction
Standard Form - LLL-A

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

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

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

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

\\COBRA\Shared\Contracts\Low Income Home Energy Assistance Program\2015 LIHEAP\Certification Regarding Lobbying.doc